



EXHIBITS
E-01750A-05-0579

Part 2 of 2
Barcode #
0000091645

To review Part 1
please see:
Barcode
#0000091623

20



BOULDER CITY AREA

INTRA-AGENCY AGREEMENT

INTERAGENCY AGREEMENT NO. 87-BCA-10041

BETWEEN

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
Parker-Davis Project

AND

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
COLORADO RIVER AGENCY

BIA INTERAGENCY AGREEMENT NO. H50C14IA8006

FOR

PROFESSIONAL AND TECHNICAL ASSISTANCE

INTERAGENCY AGREEMENT NO. 87-BCA-10041

BETWEEN

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
Parker-Davis Project

AND

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
COLORADO RIVER AGENCY

BIA INTERAGENCY AGREEMENT NO. H50C14IA8006

FOR

PROFESSIONAL AND TECHNICAL ASSISTANCE

Table of Contents

<u>Section</u>	<u>Title</u>	<u>Page No.</u>
1	Preamble	1
2	Explanatory Recitals	2
3	Term of Agreement	2
4	License	2
5	Indian Preference	3
6	Materials and Work Furnished by Indian Affairs	3
7	Materials and Work Furnished by Western	3
8	Compensation to Western	4
9	Authorized Representatives of the Parties	5
10	Exhibits Made Part of the Agreement	5
11	General Power Contract Provisions Made Part of the Agreement	5
	Signature Clause	6
	Exhibit A	
	Exhibit B	
	General Power Contract Provisions	

INTERAGENCY AGREEMENT NO. 87-BCA-10041

BETWEEN

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
Parker-Davis Project

AND

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
COLORADO RIVER AGENCY

BIA INTERAGENCY AGREEMENT NO. H50C14IA8006

FOR

PROFESSIONAL AND TECHNICAL ASSISTANCE

1. PREAMBLE: This INTERAGENCY AGREEMENT, hereinafter called "Agreement," is entered into this 9th day of December, 1987, pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388), the Act of Congress approved September 13, 1982, (96 Stat. 933), the Act of Congress approved May 28, 1954, (68 Stat. 143), and acts amendatory or supplementary to the foregoing acts, between the UNITED STATES OF AMERICA, acting by and through the Administrator, Western Area Power Administration, an agency of the Department of Energy, hereinafter called "Western," acting as the Contractor's Technical Representative, represented by the Contracting Officer executing this Agreement, a duly appointed successor, or a duly authorized representative; and the UNITED STATES OF AMERICA, BUREAU OF INDIAN AFFAIRS, acting on behalf of the COLORADO RIVER AGENCY, an agency of the Department of the Interior, hereinafter called "Indian Affairs," represented by the officer executing this Agreement, a duly appointed

successor, or a duly authorized representative, its successors and assigns; each sometimes hereinafter individually called "Party," and both sometimes hereinafter collectively called "Parties";

WITNESS:

2. EXPLANATORY RECITALS:

2.1 WHEREAS, Western operates and maintains an electrical transmission system known as the "Parker-Davis System"; and

2.2 WHEREAS, Indian Affairs has functional responsibility for the care, operation, and maintenance of an electrical distribution system as a part of the Colorado River Indian Irrigation Project; and

2.3 WHEREAS, Indian Affairs has contracted with Western for electric service, construction of facilities, and operation and maintenance of facilities under various contracts; and

2.4 WHEREAS, Indian Affairs desires and Western is willing to furnish professional and technical assistance to the Colorado River Agency, as requested;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Parties agree as follows:

3. TERM OF AGREEMENT: This Agreement shall become effective upon the date first written above and shall remain in effect until September 30, 2007.

4. LICENSE: Indian Affairs, under the terms and conditions specified herein, hereby grants a license to Western, its employees, agents, and subcontractors to enter the Indian Affairs' rights-of-way to accomplish the work provided for in this Agreement, provided proper advance arrangements are made with the Agency Superintendent or his authorized representative.

- : 1 : 5. INDIAN PREFERENCE: The Department of the Interior Acquisition Regulation
: 2 : Nos. 1452.204-7 and 1452.204-72 are attached hereto as Exhibit A and made
: 3 : a part hereof; Except, That work furnished by Western employees or
: 4 : Western contractors utilizing existing employees are excluded from the
: 5 : requirements set forth therein.
- : 6 : 6. MATERIALS AND WORK FURNISHED BY INDIAN AFFAIRS: Indian Affairs, at its
: 7 : sole expense, shall furnish required personnel, supplies, materials, and
: 8 : equipment to the extent agreed upon in the exhibit(s), to assist Western
: 9 : in the completion of the work to be performed as set forth in each
: 10 : exhibit. The work to be performed and the equipment to be provided shall
: 11 : be specified in separate exhibits.
- : 12 : 7. MATERIALS AND WORK FURNISHED BY WESTERN:
- : 13 : 7.1 Western will perform work for Indian Affairs, to the extent
: 14 : possible, on a request basis. Indian Affairs shall submit all work
: 15 : requests to Western in writing. Each request will be reviewed to
: 16 : determine if Western personnel are available to perform the work and will
: 17 : provide Indian Affairs with a cost estimate. If it is determined that
: 18 : Western personnel are available, and the cost estimates are acceptable to
: 19 : Indian Affairs, the request will be added as an exhibit to this
: 20 : Agreement.
- : 21 : 7.2 Western, at the sole expense of Indian Affairs and to the
: 22 : extent possible, will furnish all necessary personnel, supplies,
: 23 : materials, and equipment as set forth in separate exhibits attached
: 24 : hereto to perform the work.
- : 25 : 7.3 Western shall provide to Indian Affairs, within a reasonable
: 26 : time after completion of the work specified herein, a cost report in

: 1 : accordance with the Federal Energy Regulatory Commission's Uniform System
: 2 : of Accounts.

: 3 : 8. COMPENSATION TO WESTERN:

: 4 : 8.1 Indian Affairs will reimburse Western for the costs incurred
: 5 : by Western under this Agreement, including all associated allocable costs
: 6 : as determined by Western's Administrator. These costs shall include, but
: 7 : not necessarily be limited to, the costs incurred in performing the work
: 8 : detailed in the attached exhibits and other related work performed by
: 9 : employees, agents, or subcontractors of Western necessitated by the
: 10 : Agreement.

: 11 : 8.2 At the time of execution of this Agreement, or upon signature
: 12 : of subsequent exhibits, Indian Affairs shall make a reservation of funds
: 13 : for the amount set forth in each exhibit and furnish Western with a
: 14 : written confirmation of said reservation of funds.

: 15 : 8.3 Western will bill Indian Affairs monthly through the On-line
: 16 : Payment and Collection System (OPAC). The bill will be charged to Agency
: 17 : Location Code (ALC) number 14-20-0699 and shall cite the Indian Affairs'
: 18 : contract number assigned to the Agreement. The ALC number may be changed
: 19 : upon appropriate written notification to Western. Western will provide
: 20 : to the Colorado River Agency a detailed cost report for labor and
: 21 : material expended for the purposes of each exhibit within twenty (20)
: 22 : work days after each billing period. Western shall make every effort to
: 23 : ensure correct billing through the OPAC system and that the total amount
: 24 : of funds transferred does not exceed funds prevalidated by Indian Affairs
: 25 : for each exhibit.

: 26 : 8.4 Indian Affairs may review the costs set forth in the report

1 : and shall notify Western, in writing, within twenty (20) days after
2 : receipt of the report if Indian Affairs takes exception to any of the
3 : costs set forth therein.

4 : 8.5 Funds to fulfill the provisions of this Agreement shall be
5 : obligated by exhibits attached hereto and made a part hereof. An Indian
6 : Affairs funding citation shall also be provided in each exhibit.

7 : 9. AUTHORIZED REPRESENTATIVES OF THE PARTIES: Each Party, by written notice
8 : to the other, shall designate the representative who is authorized to act
9 : on its behalf with respect to those matters contained herein which are
10 : the functions and responsibilities of the Parties. Either Party may
11 : change the designation of its authorized representative upon oral notice
12 : given to the other and confirmed promptly by written notice.

13 : 10. EXHIBITS MADE PART OF THE AGREEMENT: Inasmuch as the work to be
14 : performed pursuant to this agreement will be set forth in separate
15 : exhibits and those exhibits may change during the term of this Agreement,
16 : they will be set forth as formulated and modified from time to time. The
17 : initial Exhibits A and B are made a part hereof, and each shall be in
18 : force and effect until the work is completed or superseded by a
19 : subsequent Exhibit.

20 : 11. GENERAL POWER CONTRACT PROVISIONS MADE PART OF THE AGREEMENT: The
21 : General Power Contract Provisions effective July 15, 1985, as revised
22 : April 25, 1987, attached hereto, are hereby made a part of this Agreement
23 : with the same force and effect as if they had been expressly set forth
24 : herein.

: 1 :
: 2 :
: 3 :
: 4 :
: 5 :
: 6 :
: 7 :
: 8 :
: 9 :
: 10 :
: 11 :
: 12 :
: 13 :
: 14 :
: 15 :
: 16 :
: 17 :
: 18 :
: 19 :
: 20 :
: 21 :
: 22 :
: 23 :
: 24 :
: 25 :
: 26 :

IN WITNESS WHEREOF, the Parties have caused this Agreement
No. 87-BCA-10041 to be executed the date first written above.

DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

By /s/ Thomas A. Hine

Title Area Manager

Address Boulder City Area

Western Area Power Administration

P.O. Box 200

Boulder City, Nevada 89005

DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
FOR THE COLORADO RIVER AGENCY

By /s/ James H. Stevens

Title Area Director

By /s/ Lloyd M. Brewer

Title Contracting Officer

Address Phoenix Area Office

P.O. Box 7007

Phoenix, Arizona 85011

Exhibit A
Interagency Agreement
No. 87-BCA-10041
BUREAU OF INDIAN AFFAIRS

DIAR § 1452.204-7 INDIAN PREFERENCE - DEPARTMENT OF THE INTERIOR (Apr 1984)

(a) The Contractor agrees to give preferences to Indians who can perform the work required regardless of age (subject to existing laws and regulations), sex, religion, or tribal affiliation for training and employment opportunities under this contract and, to the extent feasible consistent with the efficient performance of this contract, training and employment preferences and opportunities shall be provided to Indians regardless of age (subject to existing laws and regulations), sex, religion, or tribal affiliation who are not fully qualified to perform under this contract. The Contractor also agrees to give preference to Indian organizations and Indian-owned economic enterprises in the awarding of any subcontracts consistent with the efficient performance of this contract. The Contractor shall maintain such records as are necessary to indicate compliance with this paragraph.

(b) In connection with the Indian employment preference requirements of this clause, the Contractor shall also provide opportunities for training incident to such employment. Such training shall include on-the-job, classroom, or apprenticeship training which is designed to increase the vocational effectiveness of an Indian employee.

(c) If the Contractor is unable to fill its training and employment needs after giving full consideration to Indians as required by this clause, those needs may be satisfied by selection of persons other than Indians in accordance with the clause of this contract entitled "Equal Opportunity."

(d) If no Indian organizations or Indian-owned economic enterprises are available for awarding of subcontracts in connection with the work performed under this contract, the Contractor agrees to comply with the provisions of this contract involving utilization of small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, or labor surplus area concerns.

(e) As used in this clause:

(1) "Indian" means a person who is a member of an Indian Tribe. If the Contractor has reason to doubt that a person seeking employment preference is an Indian, the Contractor shall grant the preference but shall require the individual within thirty (30) days to provide evidence from the Tribe concerned that the person is a member of that Tribe.

(2) "Indian Tribe" means an Indian Tribe, band, nation, or other organized group of community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act (85 Stat. 688; 43 U.S.C. 1601) which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

(3) "Indian organization" means the governing body of any Indian Tribe or entity established or recognized by such governing body in accordance with the Indian Financing Act of 1974 (88 Stat. 77; 25 U.S.C. 1451); and

(4) "Indian-owned economic enterprise" means any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit provided that such Indian ownership shall constitute not less than 51 percent of the enterprise.

(f) The Contractor agrees to include the provisions of this clause including this paragraph (f) in each subcontract awarded under this contract.

(g) In the event of noncompliance with this clause, the Contractor's right to proceed may be terminated in whole or in part by the Contracting Officer and the work completed in a manner determined by the Contracting Officer to be in the best interests of the Government.

Interagency Agreement
No. 87-BCA-10041
BUREAU OF INDIAN AFFAIRS

DIAR \$1452.204-72 INDIAN PREFERENCE PROGRAM -- DEPARTMENT OF THE INTERIOR
(APR 1984)

(a) In addition to the requirements of the clause of this contract entitled "Indian Preference -- Department of the Interior," the Contractor agrees to establish and conduct an Indian preference program which will expand the opportunities for Indian organizations and Indian-owned economic enterprises to receive a preference in the awarding of subcontracts and which will expand opportunities for Indians to receive preference for training and employment in connection with the work to be performed under this contract. In this connection, the contractor shall:

(1) Designate a liaison officer who will: (i) Maintain liaison with the Government and Tribe(s) on Indian preference matters; (ii) supervise compliance with the provisions of this clause; and (iii) administer the Contractor's Indian preference program.

(2) Advise its recruitment sources in writing and include a statement in all advertisements for employment that Indian applicants will be given preference in employment and training incident to such employment.

(3) Not less than twenty (20) calendar days prior to commencement of work under this contract, post a written notice in the Tribal office of any reservations on which or near where the work under this contract is to be performed, which sets forth the Contractor's employment needs and related training opportunities. The notice shall include the approximate number and types of employees needed, the approximate dates of employment; the experience or special skills required for employment, if any; training opportunities available; and all other pertinent information necessary to advise prospective employees of any other employment requirements. The Contractor shall also request the Tribe(s) on or near whose reservation(s) the work is to be performed to provide assistance to the Contractor in filling its employment needs and training opportunities. The Contracting Officer will advise the Contractor of the name, location, and phone number of the Tribal officials to contact in regard to the posting of notices and requests for Tribal assistance.

(4) Establish and conduct a subcontracting program which gives preference to Indian organizations and Indian-owned economic enterprises as subcontractors and suppliers under this contract. Consistent with the efficient performance of this contract, the Contractor shall give public notice of existing subcontracting opportunities by soliciting bids or proposals only from Indian organizations or Indian-owned economic enterprises. The Contractor shall request assistance and information on Indian firms qualified as suppliers or subcontractors from the Tribe(s) on or near whose reservation(s) the work under the contract is to be performed. The Contracting Officer will advise the Contractor of the name, location, and phone number of the Tribal officials to be contacted in regard to the request for assistance and information. Public notices and solicitations for existing subcontracting opportunities shall provide an equitable opportunity for Indian firms to submit bids or proposals by including: (i) A clear description of the supplies or services required including quantities, specifications, and delivery schedules which facilitate the participation of Indian firms; (ii) a statement indicating the preference will given to Indian organizations and Indian-owned economic enterprises in accordance with Section 7(b) of Pub. L. 93-638; (88 Stat. 2205; 25 U.S.C. 450e(b)); (iii) definitions for the terms "Indian organization" and "Indian-owned economic enterprise" as prescribed under the "Indian Preference -- Department of the Interior" clause of this contract; (iv) a representation to be completed by the bidder or offeror that it is an Indian organization or Indian-owned economic enterprise; and (v) a closing date for receipt of bids or proposals which provides sufficient time for preparation and submission of a bid or proposal. If after soliciting bids from Indian organizations and Indian-owned economic enterprises, no responsive bid is received, the Contractor shall comply with the requirements of paragraph (d) of the "Indian Preference -- Department of the Interior" clause of this contract. If one or more responsive bids are received, award shall be made to the low responsible bidder if the bid price is determined to be reasonable. If the low responsive bid is determined to be unreasonable as to price, the Contractor shall attempt to negotiate a reasonable price and award a subcontract. If a reasonable price cannot be agreed upon, the Contractor shall comply with the requirements of paragraph (d) of the "Indian Preference -- Department of the Interior" clause of the contract.

EXHIBIT A
Interagency Agreement
No. 87-BCA-10G41
BUREAU OF INDIAN AFFAIRS

(5) Maintain written records under this contract which indicate: (i) The names and addresses of all Indians seeking employment for each employment position available under this contract; (ii) the number of types of positions filled by: (A) Indians, and (B) non-Indians, and the name, address and position of each Indian employed under this contract; (iii) for those positions where there are both Indian and non-Indian applicants, and a non-Indian is selected for employment; the reason(s) why the Indian applicant was not selected; (iv) actions taken to give preference to Indian organizations and Indian-owned economic enterprises for subcontracting opportunities which exist under this contract; (v) reasons why preference was not given to Indian firms as subcontractors or suppliers for each requirement where it was determined by the Contractor that such preference would not be consistent with the efficient performance of the contract; and (vi) the names and addresses of all Indian organizations and Indian-owned economic enterprises: (A) Contacted, and (B) receiving subcontract awards under this contract.

(6) The Contractor shall submit to the Contracting Officer for approval a semiannual report which summarizes the Contractor's Indian preference program and indicates (i) the number and types of available positions filled and dollar amounts of all subcontract awarded to (a) Indian organizations and Indian-owned economic enterprises and (b) all other firms.

(7) Records maintained pursuant to this clause will be kept available for review by the Government until expiration of one (1) year after final payment under this contract, or for such longer period as may be required by any other clause of this contract or by applicable law or regulation.

(b) For purpose of this clause, the following definitions of terms shall apply:

(1) The terms "Indian," "Indian Tribe," "Indian Organization," and "Indian-owned economic enterprise" are defined in the clause of this contract entitled "Indian Preference."

(2) "Indian reservation" includes Indian reservation, public domain Indian allotments, former Indian reservations in Oklahoma, and land held by incorporated Native groups, regional corporations, and village corporations under the provisions of the Alaska Native Claims Settlement Act (85 Sta. 688; 43 U.S.C. 1601 et seq.).

(3) "On or near an Indian Reservation" means on a reservation or reservation or within that area surrounding an Indian reservation(s) where a person seeking employment could reasonably be expected to commute to and from in the course of a work day.

(c) Nothing in the requirements of this clause shall be interpreted to preclude Indian Tribes from independently developing and enforcing their own Indian preference requirements. Such requirements must not hinder the Government's right to award contracts and to administer their provisions.

(d) The Contractor agrees to include the provisions of this clause including this paragraph (d) in each subcontract awarded under this contract to notify the Contracting Officer of such subcontracts.

(e) In the event of noncompliance with this clause, the Contractor's right to proceed may be terminated in whole or in part by the Contracting Officer and the work completed in a manner determined by the Contracting Officer to be in the best interest of the Government.

STUDY OF TRANSMISSION AND DISTRIBUTION SYSTEM AND SUBSTATION NEEDS

1. This EXHIBIT B, made this 9th day of December, 1987, to be effective under and as a part of Interagency Agreement No. 87-BCA-10041, dated December 9, 1987, 1987, hereinafter called "Agreement," shall become effective on the date first written above and shall remain in effect until all work set forth in this Exhibit B has been completed; Provided, That this Exhibit B shall terminate by the expiration of the Agreement.
2. In accordance with section 7 of the Agreement, Western shall perform the following work for the Colorado River Agency:
 - 2.1 Western will make a preliminary inspection of the transmission and distribution system and associated substations of the Colorado River Agency's Colorado River Power Project near Parker, Arizona.
 - 2.2 Prepare an reconnaissance report.
 - 2.3 Prepare a cost estimate for analysis of future power needs and suggested long-range program improvements.
 - 2.4 Prepare this Agreement and associated exhibits.
3. This Statement of Work may be modified as provided in section 10 of the Agreement.
4. In accordance with section 7.1, the estimated cost for Western to perform the work set forth in this Exhibit B is six thousand three hundred dollars (\$6,300).

Exhibit B
Interagency Agreement
No. 87-BCA-10041
BUREAU OF INDIAN AFFAIRS
COLORADO RIVER AGENCY

5. Payment provisions for the work performed by Western are set forth in section 8 of the Agreement.
6. The funding citation for the exhibit will be H51 065 X 0700 5673 25F.
7. This Exhibit B may be modified as provided by section 10 of the Agreement.

IN WITNESS WHEREOF, the Parties have caused this Exhibit A to Interagency Agreement No. 87-BCA-10041 to be executed the date first written above.

DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

By /s/ Thomas A. Hine
Title Area Manager
Address Boulder City Area
Western Area Power Administration
P.O. Box 200
Boulder City, Nevada 89005

DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
FOR THE COLORADO RIVER AGENCY

By /s/ James H. Stevens
Title Area Director
By /s/ Lloyd M. Brewer
Title Contracting Officer
Address Phoenix Area Office
P.O. Box 7007
Phoenix, Arizona 85011

Exhibit C
Interagency Agreement
No. 87-BCA-10041
BUREAU OF INDIAN AFFAIRS
COLORADO RIVER AGENCY

INVESTIGATE THE PROPOSAL AND CONSTRUCT
TWO 12.5-KV DISTRIBUTION LINE SECTIONS
AND A NEW RIVER CROSSING

1. This EXHIBIT C, made this 29th day of January, 1988, to be effective under and as a part of Interagency Agreement No. 87-BCA-10041 dated December 9, 1987, hereinafter called "Agreement," shall become effective on the date first written above and shall remain in effect until all work set forth in this Exhibit C has been completed; Provided, That this Exhibit C shall terminate by the expiration of the Agreement.
2. In accordance with section 7 of the Agreement, Western shall perform, at the sole expense of Indian Affairs, the following work for the Colorado River Agency:
 - 2.1 Investigate the feasibility to construct two (2) 12.5-kV distribution lines (with air-break switches to interconnect Headgate Rock and Agency Substations) and a new river crossing along routes designated by the Colorado River Agency.
 - 2.2 Prepare engineering, design, and construction cost estimates.
 - 2.3 Perform environmental work related to the new distribution lines.
 - 2.4 Perform a review of land matters.
 - 2.5 If the project is found feasible and if the Colorado River Agency concurs, construct or cause to be constructed the two (2) 12.5-kV distribution lines and the new river crossing.

Exhibit C
Interagency Agreement
No. 87-BCA-10041
BUREAU OF INDIAN AFFAIRS
COLORADO RIVER AGENCY

3. If the project is found feasible and the two (2) 12.5-kV distribution and the new river crossing line are constructed, the Colorado River Agency shall own, operate, and maintain the facilities installed pursuant to this Exhibit C.
4. The work statement in section 2 may be modified as provided for in section 10 of the Agreement.
5. In accordance with section 7.1 of the Agreement, the estimated cost for Western to perform the work set forth in this Exhibit C is two hundred eighty-two thousand dollars (\$282,000).
6. Payment provisions for the work performed by Western are set forth in section 8 of the Agreement.
7. The funding citation for this Exhibit C is 14-20-0699.
8. This Exhibit C may be modified as provided by section 10 of the Agreement.

Exhibit C
Interagency Agreement
No. 87-BCA-10041
BUREAU OF INDIAN AFFAIRS
COLORADO RIVER AGENCY

IN WITNESS WHEREOF, the Parties have caused this Exhibit C to Interagency Agreement No. 87-BCA-10041 to be executed the date first written above.

DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

By /s/ Thomas A. Hine
Title Area Manager
Address Boulder City Area
Western Area Power Administration
P.O. Box 200
Boulder City, Nevada 89005

DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
FOR THE COLORADO RIVER AGENCY

By /s/ Barry W. Welch
Title Area Director
By /s/ Linus J. Brown
Title Contracting Officer
Address Phoenix Area Office
P.O. Box 10
Phoenix, Arizona 85001

Exhibit D
Interagency Agreement
No. 87-BCA-10041
BUREAU OF INDIAN AFFAIRS
COLORADO RIVER AGENCY

INSTALL FIFTEEN JEM-2 METERS
AT VARIOUS SUBSTATION LOCATIONS

1. This EXHIBIT D, made this 29th day of January, 1988, to be effective under and as a part of Interagency Agreement No. 87-BCA-10041 dated December 9, 1987, hereinafter called "Agreement," shall become effective on the date first written above and shall remain in effect until all work set forth in this Exhibit D has been completed; Provided, That this Exhibit D shall terminate by the expiration of the Agreement.
2. In accordance with section 7 of the Agreement, Western shall perform, at the sole expense of Indian Affairs, the following work for the Colorado River Agency:
 - 2.1 Investigate the feasibility of installing up to fifteen (15) JEM-2 meters, with capabilities to read data required by the Colorado River Agency; current transformers (CTs) and outdoor, weatherproof enclosures for the JEM-2 meters.
 - 2.2 If the project is found to be feasible and if the Colorado River Agency concurs, purchase and install, or cause to be purchased and installed, the meters, CTs, and meter enclosures at the following proposed locations:

Exhibit D
Interagency Agreement
No. 87-BCA-10041
BUREAU OF INDIAN AFFAIRS
COLORADO RIVER AGENCY

2.2.1 Headgate Rock Substation

- 2.2.1.1 Shopping Center feeder
- 2.2.1.2 Bluewater Lagoon feeder
- 2.2.1.3 Bluewater Tanner
- 2.2.1.4 Poston transmission line
- 2.2.1.5 Big River transmission line
- 2.2.1.6 69/12.5-kV bay

2.2.2 Booth Road Substation

- 2.2.2.1 North feeder
- 2.2.2.2 South feeder
- 2.2.2.3 Eastwest feeder

2.2.3 Poston Substation

- 2.2.3.1 North feeder
- 2.2.3.2 South feeder

2.2.4 Big River Substation

- 2.2.4.1 North feeder
- 2.2.4.2 South feeder

2.2.5 Gin Substation - Peterson Road feeder

2.2.6 Fish Farm Substation

3. The Colorado River Agency shall own, operate, and maintain the facilities installed pursuant to this Exhibit D.
4. The work statement in section 2 may be modified as provided for in section 10 of the Agreement.
5. In accordance with section 7.1 of the Agreement, the estimated cost for Western to perform the work set forth in this Exhibit D is one hundred fifty-nine thousand dollars (\$159,000).

Exhibit D
Interagency Agreement
No. 87-BCA-10041
BUREAU OF INDIAN AFFAIRS
COLORADO RIVER AGENCY

6. Payment provisions for the work performed by Western are set forth in section 8 of the Agreement.
7. The funding citation for this Exhibit D is 14-20-0699.
8. This Exhibit D may be modified as provided by section 10 of the Agreement.

IN WITNESS WHEREOF, the Parties have caused this Exhibit D to Interagency Agreement No. 87-BCA-10041 to be executed the date first written above.

DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

By /s/ Thomas A. Hine
Title Area Manager
Address Boulder City Area
Western Area Power Administration
P.O. Box 200
Boulder City, Nevada 89005

DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
FOR THE COLORADO RIVER AGENCY

By /s/ Barry W. Welch
Title Area Director
By /s/ Linus J. Brown
Title Contracting Officer
Address Phoenix Area Office
P.O. Box 10
Phoenix, Arizona 85001

AUTHENTICATED COPY

Exhibit E
Agreement No. 87-BCA-10041
BIA No. H50C14 ~~IA~~⁸⁷8006
COLORADO RIVER AGENCY

COLORADO RIVER AGENCY
FACILITY STUDY FOR COLORADO RIVER AGENCY 69-KV TRANSMISSION LINE
BETWEEN BIG RIVER SUBSTATION AND POSTON SUBSTATION

1. This Exhibit E, (Exhibit) made this 13th day of March, ^{2007 ~~2006~~}, as a part of Interagency Agreement No. 87-BCA-10041 (BIA No. H50C14 ~~IA~~⁸⁷8006), dated December, 9, 1987, hereinafter called Agreement, shall become effective upon execution by both Parties and shall remain in effect until or unless terminated upon (1) completion of the work specified in this Exhibit E; or (2) September 30, ^{2008 ~~2007~~}, whichever occurs earlier.
2. Bureau of Indian Affairs, Colorado River Agency, (Indian Affairs) has requested that Western design, schedule and construct a 69-kV transmission line between Big River and Poston Substations, and that Western proceed with a Facility Study to determine the cost and schedule of a new connection to Indian Affairs's electrical system from Indian Affairs's Big River Substation to Indian Affairs's Poston Substation. Western shall perform, or have performed, at the sole expense of Indian Affairs, the following work specified in Section 3 below:
3. In accordance with Section 7 of the Agreement, Western shall:
 - 3.1 Provide a detailed good faith estimate of new facilities and modifications to be charged to Indian Affairs.
 - 3.2 Provide a good faith schedule to complete construction of such facilities and modifications.
 - 3.3 Make personnel available to attend meetings and review and provide comments on the Exhibit throughout the contracting period.

Exhibit E
Agreement No. 87-BCA-10041
BIA No. H50C14 ~~7A~~^{8A}8006
COLORADO RIVER AGENCY

- 3.4 Participate in any other contract development activities related to this project.
- 3.5 Prepare this Exhibit and complete any related documentation and correspondence as required, including the following:
 - 3.5.1 Line location.
 - 3.5.2 Obtain River Crossing Permits.
 - 3.5.3 Obtain final right of way from CRIT/BIA.
 - 3.5.4 Transmission line Design.
 - 3.5.5 Technical Specifications, Contract Development.
 - 3.5.6 Submit in writing quarterly status reports to the Colorado River Agency Branch of Electrical Services.
 - 3.5.7 12.47kV under build – there will be 12.47-kV 3 phase, circuit(s) under build on the same poles from Big River to Poston Substations
- 4. In accordance with Section 8 of the Agreement, Indian Affairs, at its sole expense, shall:
 - 4.1 Be financially responsible for all costs associated with Section 3 of this Exhibit.
 - 4.2 Make personnel available to attend meetings and review and provide comments on the Exhibit throughout the contracting period.
 - 4.3 Participate in any other contract development activities related to this project.
- 5. Compensation to Western: The estimated cost to perform the work described in Section 3 of this Exhibit E, including allocable expenses is Thirty Thousand Dollars (\$30,000). Indian Affairs shall reimburse Western for all costs incurred by Western in accordance with Section 8 of the Agreement.

Exhibit E
Agreement No. 87-BCA-10041
BIA No. H50C14-8006
COLORADO RIVER AGENCY

6. Payment Provisions: Indian Affairs' costs associated with this Exhibit E shall be funded in accordance with Section 8 of the Agreement.
7. Funding Citation: The Funding Citation for this Exhibit is 14-20-0699.
8. Points of Contact: Technical questions should be directed to Mr. Michael Testa, Project Manager of Western at (602) 605-2561, and Mr. Neil Messer, Supervisory Electrical Engineer of Indian Affairs at (928) 669-7126 or Mr. Scott Sutliff, Supervisory Electrical Engineer of Indian Affairs at (928) 669-7156. Contractual questions should be directed to Mr. Gary Stein of Western at (602) 605-2659.
9. This Exhibit E may be modified as provided by Section 10 of the Agreement.

Exhibit E
Agreement No. 87-BCA-10041
BIA No. H50C14/A8006
COLORADO RIVER AGENCY

The Parties have caused this Exhibit E, to Interagency Agreement No. 87-BCA-10041,
to be executed as of the date first written above.

**DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION**

By 

J. Tyler Carlson

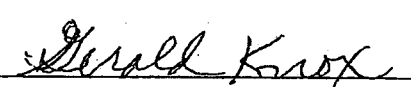
Title Regional Manager

Address Desert Southwest Regional Office

P.O. Box 6457

Phoenix, AZ 85005-6457

**DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
WESTERN REGIONAL OFFICE**

By  03/08/07

Title Contracting Officer

Address P.O. Box 10

Phoenix, AZ 85001-0010

21

AUTHENTICATED COPY



**United States
Department of Energy**

**WESTERN AREA
POWER ADMINISTRATION**

**Desert Southwest
Regional Office**

CONTRACT

CONTRACT NO. 99-DSR-11038

BETWEEN

**UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
Desert Southwest Regional
Parker-Davis Project**

AND

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
COLORADO RIVER AGENCY
BIA INTERAGENCY AGREEMENT NO. AG9H0099013**

FOR

CONSTRUCTION AT HEADGATE ROCK SUBSTATION

INTERAGENCY AGREEMENT NO. 99-DSR-11038

BETWEEN

THE UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
Desert Southwest Region
Parker-Davis Project

AND

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
COLORADO RIVER AGENCY
BIA INTERAGENCY AGREEMENT NO. AG9H0099013

FOR

CONSTRUCTION AT HEADGATE ROCK SUBSTATION

Table of Contents

<u>Section</u>	<u>Title</u>	<u>Page No.</u>
1	Preamble.....	1
2	Explanatory Recitals	2
3	Agreement.....	2
4	Term of Agreement.....	2
5	Termination of Agreement.....	3
6	Licenses.....	3
7	Indian Preference	3
8	Materials and Work to be Furnished by the BIA	3
9	Materials and Work to be Furnished by Western.....	3
10	Compensation to Western	3
11	Control and Possession of Systems.....	4
12	Ownership, Operation, Maintenance, Replacement, and Financial Responsibilities	5
13	Modifications	5
14	Dispute Resolution	5
15	Authorized Representatives of the Parties	5
16	Exhibits	5
17	General Power Contract Provisions	5
18	Authority to Execute	6
	Signature Clause	6
	Exhibits	
	General Power Contract Provisions	

1 INTERAGENCY AGREEMENT NO. 99-DSR-11038

2 BETWEEN

3 UNITED STATES
4 DEPARTMENT OF ENERGY
5 WESTERN AREA POWER ADMINISTRATION
6 Desert Southwest Region
7 Parker-Davis Project

8 AND

9 UNITED STATES
10 DEPARTMENT OF THE INTERIOR
11 BUREAU OF INDIAN AFFAIRS
12 COLORADO RIVER AGENCY
13 BIA INTERAGENCY AGREEMENT NO. AG9H0099013

14 FOR

15 CONSTRUCTION AT HEADGATE ROCK SUBSTATION

- 16 1. PREAMBLE: This INTERAGENCY AGREEMENT, hereinafter called Agreement is
17 made this 4th day of August, 1999, pursuant to the Acts of Congress
18 approved June 17, 1902 (32 Stat. 388); May 28, 1954, (68 Stat. 143); August 4, 1977
19 (91 Stat. 565); and Acts amendatory or supplementary to the foregoing Acts; between the
20 UNITED STATES OF AMERICA, acting by and through the Administrator, Western
21 Area Power Administration, Department of Energy, hereinafter called Western,
22 represented by the officer executing this Agreement or a duly appointed successor,
23 hereinafter called the Western Contracting Officer; and the UNITED STATES OF
24 AMERICA, BUREAU OF INDIAN AFFAIRS, acting on behalf of the COLORADO
25 RIVER AGENCY, an agency of the Department of the Interior, hereinafter called the
26 BIA, represented by the officer executing this Agreement, a duly appointed successor
27 herein called the BIA Contracting Officer, or a duly authorized representative, its
28 successors and assigns; each sometimes hereinafter individually called Party, and both
sometimes hereinafter collectively called Parties.

1 2. **EXPLANATORY RECITALS:**

2 2.1 The authority for BIA entering into this Agreement is the Economy Act,
3 31 U.S.C. 1535, as prescribed in the Federal Acquisition Regulation, Section 17.5. This
4 Agreement is necessary to provide Western with the authority and funding to proceed
5 with the work as outlined in Exhibit A and Exhibit B. It is advantageous for the BIA to
6 obtain assistance from Western for the construction additions and modifications to
7 Headgate Rock Substation, as described in Exhibit A and Exhibit B.

8 2.2 Western operates and maintains an electrical transmission system known
9 as the Parker-Davis System.

10 2.3 The BIA has constructed and Western operates and maintains the
11 230/161-kV Headgate Rock Substation.

12 2.4 The Parties have entered into Interagency Agreement
13 No. DE-ME65-86WP39545 (BIA Interagency Agreement No.H50C141A7249), dated
14 September 22, 1987, which provides for operation, maintenance, replacement, and
15 ownership responsibilities of facilities at Headgate Rock Substation.

16 2.5 The Parties have entered into Interagency Agreement No.99-DSR-11037,
17 executed April 29, 1999, which provides for an Advance of Funds to perform certain
18 environmental work, design review, and technical assistance, as required, associated with
19 the construction at the BIA's Headgate Rock Substation.

20 2.6 The BIA desires, and Western is willing to assist the BIA with
21 construction additions and modifications, as described in Exhibit A and Exhibit B,
22 attached hereto and made a part hereof.

23 3. **AGREEMENT:** The Parties agree to the terms and conditions set forth herein.

24 4. **TERM OF AGREEMENT:** This Agreement shall become effective on the date first
25 written above and shall remain in effect until midnight, June 30, 2002, or until
26 completion of all work identified in Exhibit A and Exhibit B have been completed.
27
28

- 1 5. **TERMINATION OF AGREEMENT:** The terms of this Agreement shall remain in
2 effect for the term of the Agreement unless terminated by mutual written agreement of
3 the Parties or by thirty (30) days advance written notice by either Party.
- 4 6. **LICENSES:** The BIA, under the terms and conditions specified herein, hereby grants a
5 permit to Western and its authorized employees, agents, and subcontractors to enter the
6 BIA-owned right(s)-of-way and associated facilities listed in Exhibit A and Exhibit B, to
7 accomplish the work provided for in this Agreement, provided advance notice is given to
8 the BIA.
- 9 7. **INDIAN PREFERENCE:** The Department of the Interior Acquisition Regulation
10 Nos. 1452.226-70 and 1452.226-71 are attached hereto as Exhibit C and made a part
11 hereof.
- 12 8. **MATERIALS AND WORK TO BE FURNISHED BY THE BIA:** The BIA, at its
13 sole expense, shall perform the work as indicated in Exhibit A and Exhibit B.
- 14 9. **MATERIALS AND WORK TO BE FURNISHED BY WESTERN:** Western, at the
15 sole expense of the BIA, shall perform the work as indicated in Exhibit A and Exhibit B.
- 16 10. **COMPENSATION TO WESTERN:**
- 17 10.1 The BIA will reimburse Western for the total costs incurred by Western
18 for the work detailed in Exhibit A and Exhibit B, including direct and associated indirect
19 costs, and administrative and general expenses. Western shall issue itemized monthly
20 cost statements. All costs for the work performed by Western will be conclusively
21 determined by Western, but subject to review by the BIA.
- 22 10.2 The BIA, upon signing this Agreement, shall make a reservation of funds
23 for the amount set forth in Exhibit A and Exhibit B and furnish Western with a written
24 confirmation of said reservation of funds, including the BIA Funding Citation Number.
- 25 10.3 Western shall bill the BIA by using Standard Form 1081 or through the
26 On-line Payment and Collection System (OPAC). Western shall bill Agency Location
27 Code (ALC) number 14-20-0699 and cite the BIA's Agreement Number AG9H0099013
28

1 and Funding Citation Number for Stage 7 is H51435/99/52080 32.3Y and for Stage 8 is
2 H51435/00/52080 32.3Y. The ALC number may be changed upon appropriate written
3 notification to Western.

4 10.3.1 The estimated cost for Stage 7 is in accordance with Exhibit A,
5 which may be superseded by another Exhibit A when agreed to by the Parties.

6 10.3.2 The estimated cost for Stage 8 is in accordance with Exhibit B,
7 which may be superseded by another Exhibit B when agreed to by the Parties.

8 10.4 Western will provide to BIA a quarterly (three month period) cost report
9 for labor and material expended under Exhibit A and Exhibit B within thirty (30) work
10 days after the end of the quarter. For the purposes of this Agreement, the first quarter
11 shall be July, August, and September, 1999. This report will be developed and agreed to
12 in Exhibit D. The BIA may review the costs set forth and shall notify Western, in
13 writing, within twenty (20) working days after receipt of the report if the BIA takes
14 exception to any of the costs in the report.

15 10.5 All funds advanced by the BIA in excess of the costs incurred by Western
16 shall be returned within 90 days after the completion of the Agreement, without any
17 interest whatsoever.

18 10.6 Western shall provide to the BIA, prior to beginning construction, written
19 construction schedules and shall provide monthly progress reports by the 20th of the
20 month following the month in which the work was performed.

21 11. **CONTROL AND POSSESSION OF SYSTEMS:** Each Party shall remain in exclusive
22 control and possession of its system. This Agreement shall not be construed to grant
23 either Party any rights of ownership, control, or possession of the other Party's system;
24 **Provided,** That construction, operation, and maintenance of the 230/161-kV system shall
25 be in accordance with Article 10 of the General Power Contract Provisions, attached
26 hereto, and Western's General Requirements for Interconnection.

- 1 12. **OWNERSHIP, OPERATION, MAINTENANCE, REPLACEMENT, AND**
2 **FINANCIAL RESPONSIBILITIES:** Operation, maintenance, replacement, and
3 ownership responsibilities of the 230/161-kV facilities installed pursuant to this
4 Agreement shall be provided in an Exhibit Revision to Interagency Agreement
5 No. DE-ME65-86WP39545, to be executed between the Parties prior to completion of the
6 work to be performed under this Agreement.
- 7 13. **MODIFICATIONS:** This Agreement may be amended by, and only by, a written
8 agreement duly executed by both Parties.
- 9 14. **DISPUTE RESOLUTION:** Pending resolution of a disputed matter, the Parties shall
10 continue performance of their respective obligations hereunder, provided that neither
11 Party shall be required to take any action pending such resolution which it has been
12 advised by counsel, or which it reasonably believes, is unlawful or not permitted pursuant
13 to applicable regulations or permit requirements. Other than disputes relating to safety,
14 the Parties shall refer any dispute to the Administrator of Western and to the Deputy
15 Commissioner of Indian Affairs for the Bureau of Indian Affairs for resolution, who shall
16 endeavor in good faith to achieve a resolution of the disputed matter.
- 17 15. **AUTHORIZED REPRESENTATIVES OF THE PARTIES:** Each Party, by written
18 notice to the other Party, shall designate a representative who is authorized to act on its
19 behalf for performing the functions and the responsibilities of the Parties as contained in
20 this Agreement. Either Party may change its designated Authorized Representative with
21 written notice to the other Party.
- 22 16. **EXHIBITS:** Exhibits A, B, C, and D, attached hereto, are hereby made a part of this
23 Agreement and shall be in force and effect during the term of the Agreement or until
24 superseded by subsequent exhibits.
- 25 17. **GENERAL POWER CONTRACT PROVISIONS:** The General Power Contract
26 Provisions dated July 10, 1998, as they may apply, are attached hereto, and are hereby
27 made a part of this Agreement the same as if they had been expressly set forth herein;
28

1 Provided, That if the articles in the GPCP are in conflict with this Agreement, the
2 provisions of this Agreement shall control.

- 3 18. AUTHORITY TO EXECUTE: Each individual signing this Agreement certifies that
4 the Party represented has duly authorized such individual to execute this Agreement that
5 binds and obligates the Party.

6
7 IN WITNESS WHEREOF, the Parties have caused this Interagency Agreement
8 Western's No. 99-DSR-11038 and BIA's No. AG9H0099013 to be executed the date first written
9 above.

10
11 DEPARTMENT OF ENERGY
12 WESTERN AREA POWER ADMINISTRATION

13 By 

14 J. Tyler Carlson

15 Title Regional Manager

16 Address Desert Southwest Region

17 P.O. Box 6457

18 Phoenix, AZ 85005-6457

19 DEPARTMENT OF THE INTERIOR
20 BUREAU OF INDIAN AFFAIRS
21 FOR THE COLORADO RIVER AGENCY

22 By 

23 Title Lloyd M. Brewer, Contracting Officer

24 Address UNITED STATES DEPARTMENT OF THE INTERIOR
25 BUREAU OF INDIAN AFFAIRS
26 PHOENIX AREA OFFICE
27 P.O. BOX 10
28 PHOENIX, AZ 85001

AUTHENTICATED COPY

EXHIBIT A

Interagency Agreement No. 99-DSR-11038
BUREAU OF INDIAN AFFAIRS
FOR THE COLORADO RIVER AGENCY
Interagency Agreement No. AG9H0099013

WORK SCOPE AT HEADGATE ROCK SUBSTATION

1. This Exhibit A, made this 4th day of August, 1999, to be effective under and as a part of Interagency Agreement No. 99-DSR-11038, dated August 4, 1999, hereinafter called Agreement, shall remain in effect until superseded by another Exhibit A; Provided, That this Exhibit A or any superseding Exhibit A shall terminate by the expiration of the Agreement.

Stage 7:

2. In accordance with Section 8 of this Agreement, the BIA, at its sole expense during Stage 7 of the project shall:
 - 2.1 Purchase 69/12.5-kV transformers (NST 3/2000 and NLT 4/2000.)
 - 2.2 Provide six (6) reclosers for the 12.5-kV yard (NLT 11/1999).
 - 2.3 Coordinate and provide switching to move four (4) existing reclosers for the 12.5-kV yard.
 - 2.4 Terminate the 12.5-kV distribution lines to the cable risers on the poles.
 - 2.5 Provide topography drawing for new fence area.
 - 2.6 Design and install a new 12'x12'x20' (approximately) control house for the 12.47-kV control equipment.
 - 2.7 Provide five (5) copies of the maintenance manuals for all equipment purchased by BIA.
3. In accordance with Section 9 of this Agreement, Western, at the sole expense of the BIA during Stage 7 of the project, shall:
 - 3.1 Design, construct, and provide project management, contract administration, inspection, and commissioning services.
 - 3.2 Extend the 69-kV bus 200 feet to the west
 - 3.3 Add two 69-kV bays, one for each new 69/12.5-kV transformer.
 - 3.4 Install new transformers in same line up as existing transformers
 - 3.5 Relocate and rebuild 12.5-kV Yard to the west side of existing yard.
 - 3.6 Purchase and install or have installed twenty-one (21) disconnect switches, twenty-four (24) 12.5-kV metering quality single-phase potential transformers (PT).

EXHIBIT A

Interagency Agreement No. 99-DSR-11038

BUREAU OF INDIAN AFFAIRS

FOR THE COLORADO RIVER AGENCY

Interagency Agreement No. AG9H00990 13

- 3.7 Purchase and install or have installed two (2) 69-kV Power Circuit Breakers and eight (8) 69-kV Disconnect Switches.
 - 3.8 Design a new cable trench for the new addition with minimum of one vehicle crossing.
 - 3.9 Furnish and install the ground grid needed for Stage 7.
 - 3.10 Evaluate the need for shoofly's or other alternatives during construction of Stage 7.
 - 3.11 Design two duct banks with three sets of three phase 12.5-kV distribution lines to two respective manholes.
 - 3.12 Provide backup station service with one of the new 69/12.5-kV transformers.
 - 3.13 Provide final surfacing for new fenced area.
 - 3.14 Provide foundation design for all new equipment supports.
 - 3.15 Provide new structures, including the new 12.5-kV yard. The new structures shall be galvanized to match the 161-kV existing structures.
 - 3.16 Design and construction of oil containment for new and existing transformers.
 - 3.17 Design new structures and foundations for 69-kV yard expansion. Structures shall be galvanized.
 - 3.18 Review and recommend drainage system for the yard.
 - 3.19 Provide new relaying and controls for the new 69-kV and 12.5-kV additions and improvements, including but not limiting to transformer protection, backup protection located on the 69-kV circuit breakers and expanding the 69-kV bus differential protection and any other protection scheme necessary for the yard.
 - 3.20 Provide 42-inch open rack control panels.
 - 3.21 Purchase and install four (4) SEL351R protective relays.
 - 3.22 Purchase twelve (12) SEL351R protective relays.
 - 3.23 Provide communication work for the RTU and channel cards for relaying and metering.
 - 3.24 Provide preliminary as built drawings.
4. In accordance with Section 10 of this Agreement, Western's estimated cost to accomplish the work described under Stage 7 is one million, eight hundred twelve thousand dollars (\$1,812,000.00), which shall include all allocable expenses pertaining to this work, including administrative and general expenses. The BIA shall, upon executing this Agreement, obligate one million, eight hundred twelve thousand dollars (\$1,812,000.00). The funding citation number for Stage 7 is H51435/99/52080 32.3Y.
5. This Exhibit A may be modified in accordance with Section 16 of this Agreement.

AUTHENTICATED COPY

EXHIBIT A

Interagency Agreement No. 99-DSR-11038
BUREAU OF INDIAN AFFAIRS
FOR THE COLORADO RIVER AGENCY
Interagency Agreement No. AG9H0099013

WORK SCOPE AT HEADGATE ROCK SUBSTATION

1. This Exhibit A, made this 4th day of August, 1999, to be effective under and as a part of Interagency Agreement No. 99-DSR-11038, dated August 4, 1999, hereinafter called Agreement, shall remain in effect until superseded by another Exhibit A; Provided, That this Exhibit A or any superseding Exhibit A shall terminate by the expiration of the Agreement.

Stage 7:

2. In accordance with Section 8 of this Agreement, the BIA, at its sole expense during Stage 7 of the project shall:
 - 2.1 Purchase 69/12.5-kV transformers (NST 3/2000 and NLT 4/2000.)
 - 2.2 Provide six (6) reclosers for the 12.5-kV yard (NLT 11/1999).
 - 2.3 Coordinate and provide switching to move four (4) existing reclosers for the 12.5-kV yard.
 - 2.4 Terminate the 12.5-kV distribution lines to the cable risers on the poles.
 - 2.5 Provide topography drawing for new fence area.
 - 2.6 Design and install a new 12'x12'x20' (approximately) control house for the 12.47-kV control equipment.
 - 2.7 Provide five (5) copies of the maintenance manuals for all equipment purchased by BIA.
3. In accordance with Section 9 of this Agreement, Western, at the sole expense of the BIA during Stage 7 of the project, shall:
 - 3.1 Design, construct, and provide project management, contract administration, inspection, and commissioning services.
 - 3.2 Extend the 69-kV bus 200 feet to the west
 - 3.3 Add two 69-kV bays, one for each new 69/12.5-kV transformer.
 - 3.4 Install new transformers in same line up as existing transformers
 - 3.5 Relocate and rebuild 12.5-kV Yard to the west side of existing yard.
 - 3.6 Purchase and install or have installed twenty-one (21) disconnect switches, twenty-four (24) 12.5-kV metering quality single-phase potential transformers (PT).

EXHIBIT A

Interagency Agreement No. 99-DSR-11038

BUREAU OF INDIAN AFFAIRS

FOR THE COLORADO RIVER AGENCY

Interagency Agreement No. AG9H0099013

- 3.7 Purchase and install or have installed two (2) 69-kV Power Circuit Breakers and eight (8) 69-kV Disconnect Switches.
 - 3.8 Design a new cable trench for the new addition with minimum of one vehicle crossing.
 - 3.9 Furnish and install the ground grid needed for Stage 7.
 - 3.10 Evaluate the need for shoofly's or other alternatives during construction of Stage 7.
 - 3.11 Design two duct banks with three sets of three phase 12.5-kV distribution lines to two respective manholes.
 - 3.12 Provide backup station service with one of the new 69/12.5-kV transformers.
 - 3.13 Provide final surfacing for new fenced area.
 - 3.14 Provide foundation design for all new equipment supports.
 - 3.15 Provide new structures, including the new 12.5-kV yard. The new structures shall be galvanized to match the 161-kV existing structures.
 - 3.16 Design and construction of oil containment for new and existing transformers.
 - 3.17 Design new structures and foundations for 69-kV yard expansion. Structures shall be galvanized.
 - 3.18 Review and recommend drainage system for the yard.
 - 3.19 Provide new relaying and controls for the new 69-kV and 12.5-kV additions and improvements, including but not limiting to transformer protection, backup protection located on the 69-kV circuit breakers and expanding the 69-kV bus differential protection and any other protection scheme necessary for the yard.
 - 3.20 Provide 42-inch open rack control panels.
 - 3.21 Purchase and install four (4) SEL351R protective relays.
 - 3.22 Purchase twelve (12) SEL351R protective relays.
 - 3.23 Provide communication work for the RTU and channel cards for relaying and metering.
 - 3.24 Provide preliminary as built drawings.
4. In accordance with Section 10 of this Agreement, Western's estimated cost to accomplish the work described under Stage 7 is one million, eight hundred twelve thousand dollars (\$1,812,000.00), which shall include all allocable expenses pertaining to this work, including administrative and general expenses. The BIA shall, upon executing this Agreement, obligate one million, eight hundred twelve thousand dollars (\$1,812,000.00). The funding citation number for Stage 7 is H51435/99/52080 32.3Y.
5. This Exhibit A may be modified in accordance with Section 16 of this Agreement.

AUTHENTICATED COPY

EXHIBIT B

Interagency Agreement No. 99-DSR-11038
BUREAU OF INDIAN AFFAIRS
FOR THE COLORADO RIVER AGENCY
Interagency Agreement No. AG9H0099013

WORK SCOPE AT HEADGATE ROCK SUBSTATION

1. This Exhibit B, made this 4th day of August, 1999, to be effective under and as a part of Interagency Agreement No. 99-DSR-11038, dated August 4, 1999, hereinafter called Agreement, shall remain in effect until superseded by another Exhibit B; Provided, That this Exhibit B or any superseding Exhibit B shall terminate by the expiration of this Agreement.

Stage 8:

2. In accordance with Section 8 of this Agreement, Western, at the sole expense of the BIA during Stage 8 of the project, shall:
 - 2.1 Design, Construct, and provide Project Management, Contract Administration, Inspection and Commissioning Services
 - 2.2 Purchase and install one (1) 230-kV circuit breaker, two (2) Motor Operated Disconnect Switches (MODs), and 230-kV CCVT.
 - 2.3 Purchase and install a 230/161/69-kV Power Transformer.
 - 2.4 Renumber all of the 69-kV Bay positions except Bays 14 and 16. This would involve renumbering of the equipment in the bays.
 - 2.5 Furnish and install a new 69-kV bay for the new transformer. This includes one (1) 69-kV Circuit Breaker, four (4) 69-kV disconnect switches, one (1) 69-kV disconnect switch with ground blades and revenue metering equipment with metering current transformers.
 - 2.6 Relocate the Big River 69-kV transmission line from new bay number 2 to new bay number 7. Bay number 2 becomes the bus tie breaker bay.
 - 2.7 Purchase and install or have installed six (6) 69-kV Power Circuit Breakers with two (2) Current Transformers (CT) per busing (4 per pole), with one CT per pole being metering accuracy.
 - 2.8 Remove the existing transformer KY7A and interrupter switch WV8A. Reinstall WV8A as switch WV10A.
 - 2.9 Purchase a new 69/34.5-kV transformer
 - 2.10 Provide for grounding, conduit and cabling to all new equipment.
 - 2.11 Prepare design for all foundations and steel on all new bays.
 - 2.12 Review existing foundation design on the 69-kV yard for adequacy and redesign structures if required.
 - 2.13 Design and construction of oil containment for new transformers and existing transformer (KY7A).

EXHIBIT B

Interagency Agreement No. 99-DSR-11038

BUREAU OF INDIAN AFFAIRS

FOR THE COLORADO RIVER AGENCY

Interagency Agreement No. AG9H0099013

- 2.14 Provide new control, metering and relaying equipment for the 69-kV yard except for bays 14 and 16. This includes new transformers and 69-kV bus relaying.
 - 2.15 Provide new annunciators and new SCADA interface system.
 - 2.16 Provide communication work for the RTU and channel cards for relaying and metering.
 - 2.17 Provide final as built drawings.
3. In accordance with Section 10 of this Agreement, Western's estimated cost to accomplish the work described under Stage 8 is three million, six hundred eighty-eight thousand dollars (\$3,688,000.00), which shall include all allocable expenses pertaining to this work, including administrative and general expenses. The BIA shall, prior to beginning Stage 8, obligate three million, six hundred eighty-eight thousand dollars (\$3,688,000.00). The funding citation number for this Stage 8 is H51435/00/52080 32.3Y.
4. This Exhibit B may be modified in accordance with Section 16 of this Agreement.

Authenticated Copy

EXHIBIT B, Revision No. 1
Interagency Agreement No. 99-DSR-11038
BUREAU OF INDIAN AFFAIRS
FOR THE COLORADO RIVER AGENCY
Interagency Agreement No. AG9H0099013

WORK SCOPE AT HEADGATE ROCK SUBSTATION

1. This Exhibit B, Revision No. 1, made this 11th day of APRIL, 2001, to be effective under and as a part of Interagency Agreement No. 99-DSR-11038, dated August 4, 1999, hereinafter called Agreement, shall remain in effect until superseded by another Exhibit B; Provided, That this Exhibit B or any superseding Exhibit B shall terminate by the expiration of this Agreement.

Stage 8:

2. In accordance with Section 8 of this Agreement, Western, at the sole expense of the BIA during Stage 8 of the project, shall:
 - 2.1 Design, Construct, and provide Project Management, Contract Administration, Inspection and Commissioning Services.
 - 2.2 Purchase and install one (1) 230-kV circuit breaker, two (2) Motor Operated Disconnect Switches (MODs), and 230-kV CCVT.
 - 2.3 Purchase and install a 230/161/69-kV Power Transformer,
 - 2.4 Renumber all of the 69-kV Bay positions except Bays 14 and 16. This would involve renumbering of the equipment in the bays.
 - 2.5 Furnish and install a new 69-kV bay for the new transformer. This includes one (1) 69-kV Circuit Breaker, four (4) 69-kV disconnect switches, one (1) 69-kV disconnect switch with ground blades and revenue metering equipment with metering current transformers.
 - 2.6 Relocate the Big River 69-kV transmission line from new bay number 2 to new bay number 7. Bay number 2 becomes the bus tie breaker bay.
 - 2.7 Purchase five and install or have installed six (6) 69-kV Power Circuit Breakers with two (2) Current Transformers (CT) per busing (4 per pole), with one CT per pole being metering accuracy.
 - 2.8 Remove the existing transformer KY7A and interrupter switch WV8A. Reinstall WV8A as switch WV10A.

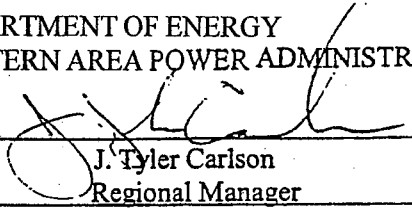
EXHIBIT B, Revision No. 1
Interagency Agreement No. 99-DSR-110388
BUREAU OF INDIAN AFFAIRS
FOR THE COLORADO RIVER AGENCY
Interagency Agreement No. AG9H0099013 3

- 2.9 Purchase a new 69/34.5-kV transformer.
- 2.10 Provide for grounding, conduit and cabling to all new equipment.
- 2.11 Prepare design for all foundations and steel on all new bays.
- 2.12 Review existing foundation design on the 69-kV yard for adequacy and redesign structures if required.
- 2.13 Design and construction of oil containment for new transformers and existing transformer (KY7A).
- 2.14 Provide new control, and relaying equipment for the 69-kV yard except for bays 14 and 16. This includes new transformers and 69-kV bus relaying.
- 2.15 Provide new annunciators and new SCADA interface system.
- 2.16 Provide communication work for the RTU and channel cards for relaying and metering.
- 2.17 Furnish and install one (1) 35.5-kV Manual Disconnecting switch.
- 2.18 Provide final as built drawings.
- 3. In accordance with Section 10 of this Agreement, Western's estimated cost to accomplish the work described under Stage 8 is Three Million, Eight Hundred Eighty-Seven Thousand, ~~Four~~ Hundred Ninety-Three dollars (\$3,887,493.00), which shall include all allocable expenses pertaining to this work, including administrative and general expenses. The BIA shall obligate Three Million, Eight Hundred Eighty-Seven Thousand, Four Hundred Ninety-Three dollars (\$3,887,493.00). The funding citation number for this Stage 8 is H51435/00/52080 32.3Y.
- 4. This Exhibit B, Revision No. 1 may be modified in accordance with Section 16 of this Agreement.

EXHIBIT B, Revision No. 1
Interagency Agreement No. 99-DSR-11038
BUREAU OF INDIAN AFFAIRS
FOR THE COLORADO RIVER AGENCY
Interagency Agreement No. AG9H0099013

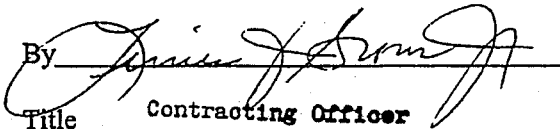
The Parties have caused this Exhibit B, Revision No. 1 to Contract
No. 99-DSR-11038 to be executed the date first written above.

DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

By 
J. Tyler Carlson
Title Regional Manager

Address Desert Southwest Regional Offices
P.O. Box 6457
Phoenix, AZ 85005-6457

DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
FOR THE COLORADO RIVER AGENCY

By 
Contracting Officer
Title

Address UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
WESTERN REGIONAL OFFICE
P.O. BOX 10
PHOENIX, AZ 85001

COPY

EXHIBIT B, Revision No. 2
Interagency Agreement No. 99-DSR-11038
BUREAU OF INDIAN AFFAIRS
FOR THE COLORADO RIVER AGENCY
Interagency Agreement No. AG9H0099013

WORK SCOPE AT HEADGATE ROCK SUBSTATION

1. This Exhibit B, Revision No. 2, made this ____ day of _____, 2001, to be effective under and as a part of Interagency Agreement No. 99-DSR-11038, dated August 4, 1999, hereinafter called Agreement, shall remain in effect until superseded by another Exhibit B; Provided, That this Exhibit B or any superseding Exhibit B shall terminate by the expiration of this Agreement.

Stage 8:

2. In accordance with Section 8 of this Agreement, Western, at the sole expense of the BIA during Stage 8 of the project, shall:
 - 2.1 Design, Construct, and provide Project Management, Contract Administration, Inspection and Commissioning Services.
 - 2.2 Purchase and install one (1) 230-kV Circuit Breaker, two (2) Motor Operated Disconnect Switches (MODs), and 230-kV CCVT.
 - 2.3 Purchase and install a 230/161/69-kV Power Transformer.
 - 2.4 Renumber all of the 69-kV Bay positions except Bays 14 and 16. This would involve renumbering of the equipment in the bays.
 - 2.5 Furnish and install a new 69-kV bay for the new transformer. This includes one (1) 69-kV Circuit Breaker, four (4) 69-kV Disconnect Switches, one (1) 69-kV Disconnect Switch with ground blades and revenue metering equipment with metering current transformers.
 - 2.6 Relocate the Big River 69-kV Transmission Line from New Bay No. 2 to New Bay No. 7. Bay No. 2 becomes the Bus Tie Breaker Bay.
 - 2.7 Purchase five and install or have installed six (6) 69-kV Power Circuit Breakers with two (2) Current Transformers (CT) per busing (4 per pole), with one CT per pole being metering accuracy.
 - 2.8 Remove the existing transformer KY7A and interrupter switch WV8A. Reinstall WV8A as switch WV10A.
 - 2.9 Purchase a new 69/34.5-kV transformer.

EXHIBIT B, Revision No. 3
Interagency Agreement No. 99-DSR-11038
BUREAU OF INDIAN AFFAIRS
FOR THE COLORADO RIVER AGENCY
Interagency Agreement No. AG9H0099013

WORK SCOPE AT HEADGATE ROCK SUBSTATION

1. This Exhibit B, Revision No. 3, made this 16th day of NOVEMBER, 2001, to be effective under and as a part of Interagency Agreement No. 99-DSR-11038, dated August 4, 1999, hereinafter called Agreement, shall remain in effect until superseded by another Exhibit B; provided, that this Exhibit B or any superseding Exhibit B shall terminate by the expiration of this Agreement.

Stage 8:

2. In accordance with Section 8 of this Agreement, Western, at the sole expense of the BIA during Stage 8 of the project, shall:
 - 2.1 Design, Construct, and provide Project Management, Contract Administration, Inspection and Commissioning Services.
 - 2.2 Purchase and install one (1) 230-kV circuit breaker, two (2) Motor Operated Disconnect Switches (MODs), and 230-kV CCVT.
 - 2.3 Purchase and install a 230/161/69-kV Power Transformer.
 - 2.4 Renumber all of the 69-kV Bay positions except Bays 14 and 16. This would involve renumbering of the equipment in the bays.
 - 2.5 Furnish and install a new 69-kV bay for the new transformer. This includes one (1) 69-kV Circuit Breaker, four (4) 69-kV disconnect switches, one (1) 69-kV disconnect switch with ground blades and revenue metering equipment with metering current transformers.
 - 2.6 Relocate the Big River 69-kV Transmission Line from new Bay No. 2 to new Bay No. 7. Bay No. 2 becomes the bus tie breaker bay.
 - 2.7 Purchase five (5) and install or have installed six (6) 69-kV Power Circuit Breakers with two (2) Current Transformers (CT) per busing (4 per pole), with one CT per pole being metering accuracy.
 - 2.8 Remove the existing transformer KY8A and interrupter switch WV8A and store them in BIA's equipment storage yard near Headgate Rock Dam.
 - 2.9 Purchase a new 69/34.5-kV Transformer.

EXHIBIT B, Revision No. 3
Interagency Agreement No. 99-DSR-11038
BUREAU OF INDIAN AFFAIRS
FOR THE COLORADO RIVER AGENCY
Interagency Agreement No. AG9H0099013

- 2.10 Provide for grounding, conduit and cabling to all new equipment.
 - 2.11 Prepare design for all foundations and steel on all new bays.
 - 2.12 Review existing foundation design on the 69-kV yard for adequacy and redesign structures if required.
 - 2.13 Design and construction of oil containment for new transformers and existing transformer (KY7A).
 - 2.14 Provide new control, and relaying equipment for the 69-kV yard except for Bays 14 and 16. This includes new transformers and 69-kV bus relaying.
 - 2.15 Provide new annunciators and new SCADA interface system.
 - 2.16 Provide communication work for the RTU and channel cards for relaying and metering.
 - 2.17 Furnish and install one (1) 35.5-kV Manual Disconnecting switch.
 - 2.18 Provide final as built drawings.
3. In accordance with Section 10 of this Agreement, Western's estimated cost to accomplish the work described under Stage 8 is Four Million, Five Hundred Twenty-Three Thousand, Two Hundred Eleven Dollars and Fifty Seven Cents (\$4,523,211.57), which shall include all allocable expenses pertaining to this work, including administrative and general expenses. The BIA shall obligate Four Million, Five Hundred Twenty-Three Thousand, Two Hundred Eleven Dollars and Fifty Seven Cents (\$4,523,211.57). The funding citation number for this Stage 8 is H51435/00/52080 32.3Y.
4. This Exhibit B may be modified in accordance with Section 16 of the Agreement.

EXHIBIT B, Revision No. 3
Interagency Agreement No. 99-DSR-11038
BUREAU OF INDIAN AFFAIRS
FOR THE COLORADO RIVER AGENCY
Interagency Agreement No. AG9H0099013

The Parties have caused this Exhibit B, Revision No. 3 to Contract No. 99-DSR-11038 to
be executed the date first written above.

DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

By J. Tyler Carlson
Title Regional Manager
Address Desert Southwest Regional Offices
P.O. Box 6457
Phoenix, AZ 85005-6457

DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
FOR THE COLORADO RIVER AGENCY

By [Signature]
Title Contracting Officer
Address UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
WESTERN REGIONAL OFFICE
PHOENIX, AZ 85001

EXHIBIT B, Revision No. 4
Interagency Agreement No. 99-DSR-11038
BUREAU OF INDIAN AFFAIRS
FOR THE COLORADO RIVER AGENCY
Interagency Agreement No. AG9H0099013

WORK SCOPE AT HEADGATE ROCK SUBSTATION

1. This Exhibit B, Revision No. 4, made this 16th day of NOVEMBER, 2001, to be effective under and as a part of Interagency Agreement No. 99-DSR-11038, dated August 4, 1999, hereinafter called Agreement, shall remain in effect until superseded by another Exhibit B; provided, that this Exhibit B or any superseding Exhibit B shall terminate by the expiration of this Agreement.

Stage 8:

2. In accordance with Section 8 of this Agreement, Western, at the sole expense of the BIA during Stage 8 of the project, shall:
 - 2.1 Design, Construct, and provide Project Management, Contract Administration, Inspection and Commissioning Services.
 - 2.2 Purchase and install one (1) 230-kV circuit breaker, two (2) Motor Operated Disconnect Switches (MODs), and 230-kV CCVT.
 - 2.3 Purchase and install a 230/161/69-kV Power Transformer.
 - 2.4 Renumber all of the 69-kV Bay positions except Bays 14 and 16. This would involve renumbering of the equipment in the bays.
 - 2.5 Furnish and install a new 69-kV bay for the new transformer. This includes one (1) 69-kV Circuit Breaker, four (4) 69-kV disconnect switches, one (1) 69-kV disconnect switch with ground blades and revenue metering equipment with metering current transformers.
 - 2.6 Relocate the Big River 69-kV Transmission Line from New Bay No. 2 to New Bay No. 7. Bay No. 2 becomes the bus tie breaker bay.
 - 2.7 Purchase five (5) and install or have installed six (6) 69-kV Power Circuit Breakers with two (2) Current Transformers (CT) per busing (4 per pole), with one CT per pole being metering accuracy.
 - 2.8 Remove the existing transformer KY8A and interrupter switch WV8A and store them in BIA's equipment storage yard near Headgate Rock Dam.
 - 2.9 Purchase a new 69/34.5-kV transformer.

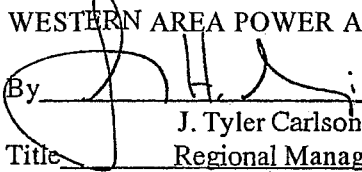
EXHIBIT B, Revision No. 4
Interagency Agreement No. 99-DSR-11038
BUREAU OF INDIAN AFFAIRS
FOR THE COLORADO RIVER AGENCY
Interagency Agreement No. AG9H0099013

- 2.10 Provide for grounding, conduit and cabling to all new equipment.
 - 2.11 Prepare design for all foundations and steel on all new bays.
 - 2.12 Review existing foundation design on the 69-kV yard for adequacy and redesign structures if required.
 - 2.13 Design and construction of oil containment for new transformers and existing transformer (KY7A).
 - 2.14 Provide new control, and relaying equipment for the 69-kV yard except for bays 14 and 16. This includes new transformers and 69-kV bus relaying.
 - 2.15 Provide new annunciators and new SCADA interface system.
 - 2.16 Provide communication work for the RTU and channel cards for relaying and metering.
 - 2.17 Furnish and install one (1) 35.5-kV Manual Disconnecting switch.
 - 2.18 Provide final as built drawings.
3. In accordance with Section 10 of this Agreement, Western's estimated cost to accomplish the work described under Stage 8 is Four Million, Seven Hundred Seventy-Five Thousand, Two Hundred Eleven Dollars and Fifty-Seven Cents (\$4,775,211.57), which shall include all allocable expenses pertaining to this work, including administrative and general expenses. The BIA shall obligate Four Million, Seven Hundred Seventy-Five Thousand, Two Hundred Eleven Dollars and Fifty-Seven Cents (\$4,775,211.57). The funding citation number for this Stage 8 is H51435/00/52080 32.3Y.
4. This Exhibit B may be modified in accordance with Section 16 of the Agreement.

EXHIBIT B, Revision No. 4
Interagency Agreement No. 99-DSR-11038
BUREAU OF INDIAN AFFAIRS
FOR THE COLORADO RIVER AGENCY
Interagency Agreement No. AG9H0099013

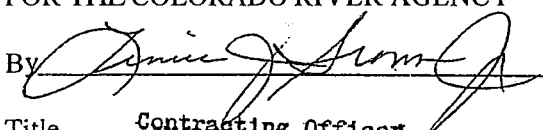
The Parties have caused this Exhibit B, Revision No. 4 to Contract No. 99-DSR-11038
to be executed the date first written above.

DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

By 
J. Tyler Carlson
Title Regional Manager

Address Desert Southwest Regional Offices
P.O. Box 6457
Phoenix, AZ 85005-6457

DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
FOR THE COLORADO RIVER AGENCY

By 
Title Contracting Officer

Address UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
WESTERN REGIONAL OFFICE
P.O. BOX 10
PHOENIX, AZ 85001

AUTHENTICATED COPY

EXHIBIT C

Interagency Agreement No. 99-DSR-11038
BUREAU OF INDIAN AFFAIRS
FOR THE COLORADO RIVER AGENCY
Interagency Agreement No. AG9H0099013

Section 1452.226-70 Indian Preference

As prescribed in 1426.7003(a), insert the following clause in solicitations issued and contracts awarded (a) by the Bureau of Indian Affairs except those pursuant to Title I and to Indian Tribes and Indian Organizations under Title II of Pub. L. 93-638 (25U.S.C. 450 et seq. and 25 U.S.C. 455 et seq., respectively); (b) a contracting activity other than the Bureau of Indian Affairs when the contract is entered into pursuant to an act specifically authorizing contracts with Indian organizations, and (c) a contracting activity other than the Bureau of Indian Affairs when the work to be performed is specifically for the benefit of Indians and is in addition to any incidental benefits which might otherwise accrue to the general public.

**INDIAN PREFERENCE --
DEPARTMENT OF THE INTERIOR (APR 1984)**

- (a) The Contractor agrees to give preferences to Indians who can perform the work required regardless of age (subject to existing laws and regulations), sex, religion, or tribal affiliation for training and employment opportunities under this contract and, to the extent feasible consistent with the efficient performance of this contract, training and employment preferences and opportunities shall be provided to Indians regardless of age (subject to existing laws and regulations), sex, religion, or tribal affiliation who are not fully qualified to perform under this contract. The Contractor also agrees to give preference to Indian organizations and Indian-owned economic enterprises in the awarding of any subcontracts consistent with the efficient performance of this contract. The Contractor shall maintain such records as are necessary to indicate compliance with this paragraph.
- (b) In connection with the Indian employment preference requirements of this clause, the Contractor shall also provide opportunities for training incident to such employment. Such training shall include on-the-job, classroom, or apprenticeship training which is designed to increase the vocational effectiveness of an Indian employee.
- (c) If the Contractor is unable to fill its training and employment needs after giving full consideration to Indians as required by this clause, those needs may be satisfied by selection of persons other than Indians in accordance with the clause of this contract entitled "Equal Opportunity."

EXHIBIT C

Interagency Agreement No. 99-DSR-11038

BUREAU OF INDIAN AFFAIRS

FOR THE COLORADO RIVER AGENCY

Interagency Agreement No. AG9H0099013

- (d) If no Indian organizations or Indian-owned economic enterprises are available for awarding of subcontracts in connection with the work performed under this contract, the Contractor agrees to comply with the provisions of this contract involving utilization of small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, or labor surplus area concerns.
- (e) As used in this clause:
 - (1) "Indian" means a person who is a member of an Indian Tribe. If the Contractor has reason to doubt that a person seeking employment preference is an Indian, the contractor shall grant the preference but shall require the individual within thirty (30) days to provide evidence from the Tribe concerned that the person is a member of that Tribe.
 - (2) "Indian organization" means the governing body of any Indian Tribe or entity established or recognized by such governing body in accordance with the Indian Financing Act of 1974 (88 Stat. 77; 25 U.S.C. 1451); and
 - (3) "Indian-owned economic enterprise" means any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit provided that such Indian ownership shall constitute not less than 51 percent of the enterprise.
 - (4) "Indian Tribe" means an Indian Tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act (85 Stat. 668; 43 U.S.C. 1601) which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.
- (f) The Contractor agrees to include the provisions of the clause including this paragraph (f) in each subcontract awarded under this contract.

EXHIBIT C

Interagency Agreement No. 99-DSR-11038

BUREAU OF INDIAN AFFAIRS

FOR THE COLORADO RIVER AGENCY

Interagency Agreement No. AG9H0099013

- (g) In the event of noncompliance with this clause, the Contractor's right to proceed may be terminated in whole or in part by the Contracting Officer and the work completed in a manner determined by the Contracting Officer to be in the best interests of the Government.

(End of clause)

EXHIBIT C
Interagency Agreement No. 99-DSR-11038
BUREAU OF INDIAN AFFAIRS
FOR THE COLORADO RIVER AGENCY
Interagency Agreement No. AG9H0099013

Section 1452.226-71 Indian Preference Program

As prescribed in 1426.7003(b), insert the following clause in all solicitations and contracts, awarded by the contracting activity which may exceed \$50,000, and which contain the clause at 1452.226-70, and where it is determined by the Contracting Officer, prior to solicitation, that the work under the contract will be performed in whole or in part on or near an Indian reservation(s). The clause may also be included in solicitations issued and contracts awarded by a contracting activity which may not exceed \$50,000 but which contain the clause at 1452.226-70 and which, in the opinion of the Contracting Officer, offer substantial opportunities for Indian employment, training, and subcontracting.

**INDIAN PREFERENCE PROGRAM --
DEPARTMENT OF THE INTERIOR (APR 1984)**

- (a) In addition to the requirements of the clause of this contract entitled "Indian Preference Department of the Interior," the Contractor agrees to establish and conduct an Indian preference program which will expand the opportunities for Indian organizations and Indian-owned economic enterprises to receive a preference in the awarding of subcontracts and which will expand opportunities for Indians to receive preference for training and employment in connection with the work to be performed under this contract. In this connection, the Contractor shall --
 - (1) Designate a liaison officer who will:
 - 1. Maintain liaison with the Government and Tribe(s) on Indian preference matters;
 - 2. supervise compliance with the provisions of this clause; and
 - 3. administer the Contractor's Indian preference program.
 - (2) Advise its recruitment sources in writing and include a statement in all advertisements for employment that Indian applicants will be given preference in employment and training incident to such employment.
 - (3) Not less than twenty (20) calendar days prior to commencement of work under this contract, post a written notice in the Tribal office of any reservations on which or near where the work under this contract is to be performed, which sets forth the Contractor's employment needs and related training opportunities. The

EXHIBIT C

Interagency Agreement No. 99-DSR-11038
BUREAU OF INDIAN AFFAIRS
FOR THE COLORADO RIVER AGENCY
Interagency Agreement No. AG9H0099013

notice shall include the approximate number and types of employees needed, the approximate dates of employment; the experience or special skills required for employment, if any; training opportunities available; and all other pertinent information necessary to advise prospective employees of any other employment requirements. The Contractor shall also request the Tribe(s) on or near whose reservation(s) the work is to be performed to provide assistance to the Contractor in filling its employment needs and training opportunities. The Contracting Officer will advise the Contractor of the name, location, and phone number of the Tribal officials to contact in regard to the posting of notices and requests for Tribal assistance.

- (4) Establish and conduct a subcontracting program which gives preference to Indian organizations and Indian-owned economic enterprises as subcontractors and suppliers under this contract. Consistent with the efficient performance of this contract, the Contractor shall give public notice of existing subcontracting opportunities by soliciting bids or proposals only from Indian organizations or Indian-owned economic enterprises. The Contractor shall request assistance and information on Indian firms qualified as suppliers or subcontractors from the Tribe(s) on or near whose reservation(s) the work under the contract is to be performed. The Contracting Officer will advise the Contractor of the name, location, and phone number of the Tribal officials to be contacted in regard to the request for assistance and information. Public notices and solicitations for existing subcontracting opportunities shall provide an equitable opportunity for Indian firms to submit bids or proposals by including --
- 1.a Clear description of the supplies or services required including quantities, specifications, and delivery schedules which facilitate the participation of Indian firms;
 - 2.a Statement indicating the preference will be given to Indian organizations and Indian-owned economic enterprises in accordance with Section 7(b) of Public Law 93-638; (88 Stat. 2205; 25 U.S.C. 450e(b));
 - 3.a Definitions for the terms "Indian organization" and "Indian-owned economic enterprise" as prescribed under the "Indian Preference -- Department of the Interior" clause of this contract;
 - 4.a Representation to be completed by the bidder or offeror that it is an Indian organization or Indian-owned economic enterprise; and

EXHIBIT C

Interagency Agreement No. 99-DSR-11038

BUREAU OF INDIAN AFFAIRS

FOR THE COLORADO RIVER AGENCY

Interagency Agreement No. AG9H0099013

- (v) A closing date for receipt of bids or proposals which provides sufficient time for preparation and submission of a bid or proposal. If after soliciting bids from Indian organizations and Indian-owned economic enterprises, no responsible bid is received, the Contractor shall comply with the requirements of paragraph (d) of the "Indian Preference -- Department of the Interior" clause of this contract. If one or more responsible bids are received, award shall be made to the low responsible bidder if the bid price is determined to be reasonable. If the low responsive bid is determined to be unreasonable as to price, the Contractor shall attempt to negotiate a reasonable price and award a subcontract. If a reasonable price cannot be agreed upon, the Contractor shall comply with the requirements of paragraph (d) of the "Indian Preference -- Department of the Interior" clause of the contract.
- (5) Maintain written records under this contract which indicate:
1. The names and addresses of all Indians seeking employment for each employment position available under this contract;
 2. the number and types of positions filled by (A) Indians and (B) non-Indians, and the name, address and position of each Indian employed under this contract;
 3. for those positions where there are both Indian and non-Indian applicants, and a non-Indian is selected for employment, the reason(s) why the Indian applicant was not selected;
 4. actions taken to give preference to Indian organizations and Indian-owned economic enterprises for subcontracting opportunities which exist under this contract;
 5. reasons why preference was not given to Indian firms as subcontractors or suppliers for each requirement where it was determined by the Contractor that such preference would not be consistent with the efficient performance of the contract, and
 6. the names and addresses of all Indian organizations and Indian-owned economic enterprises (A) contacted, and (B) receiving subcontract awards under this contract.
- (6) The Contractor shall submit to the Contracting Officer for approval a semiannual report which summarizes the Contractor's Indian preference program and indicates (i) the number and types of available positions filled and dollar amounts of all subcontracts

EXHIBIT C

Interagency Agreement No. 99-DSR-11038
BUREAU OF INDIAN AFFAIRS
FOR THE COLORADO RIVER AGENCY
Interagency Agreement No. AG9H0099013

awarded to (a) Indian organizations and Indian-owned economic enterprises and (b) all other firms.

- (7) Records maintained pursuant to this clause will be kept available for review by the Government until expiration of one (1) year after final payment under this contract, or for such longer period as may be required by any other clause of this contract or by applicable law or regulation.

(b) For purpose of this clause, the following definitions of terms shall apply:

- (1) The terms "Indian," "Indian Tribe," "Indian Organization, and "Indian-owned economic enterprise" are defined in the clause of this contract entitled "Indian Preference."
- (2) "Indian reservation" includes Indian reservations, public domain Indian allotments, former Indian reservations on Oklahoma, and land held by incorporated Native groups, regional corporations, and village corporations under the provisions of the Alaska Native Claims Settlement Act, (85 Stat. 688; 43 U.S.C. 1601 et seq.).
- (3) "On or near an Indian Reservation" means on a reservation or reservations or within that area surrounding an Indian reservation(s) where a person seeking employment could reasonably be expected to commute to and from in the course of a work day.
- (c) Nothing in the requirements of this clause shall be interpreted to preclude Indian Tribes from independently developing and enforcing their own Indian preference requirements. Such requirements must not hinder the Government's right to award contracts and to administer their provisions.
- (d) The Contractor agrees to include the provisions of this clause including this paragraph (d) in each subcontract awarded under this contract and to notify the Contracting Officer of such subcontracts.
- (e) In the event of noncompliance with this clause, the Contractor's right to proceed may be terminated in whole or in part by the Contracting Officer and the work completed in a manner determined by the Contracting Officer to be in the best interest of the Government.

(End of clause)

AUTHENTICATED COPY

EXHIBIT D

Interagency Agreement No. 99-DSR-11038
BUREAU OF INDIAN AFFAIRS
FOR THE COLORADO RIVER AGENCY
Interagency Agreement No. AG9H0099013

QUARTERLY PROGRESS REPORT FOR CONSTRUCTION
AT HEADGATE ROCK SUBSTATION

1. This Exhibit D, made this 4th day of August, 1999, to be effective under and as a part of Interagency Agreement No. 99-DSR-11038, dated August 4, 1999, hereinafter called Agreement, shall remain in effect until superseded by another Exhibit D; Provided, That this Exhibit D or any superseding Exhibit D shall terminate by the expiration of the Agreement.
2. Format of Quarterly Progress Report to be developed, agreed to, and displayed here. At a minimum the report will have five columns including: task, total cost estimate, expended this period, expended to date, and percentage of completion.

SPACE INTENTIONALLY LEFT BLANK FOR FORMAT.

3. This Exhibit D may be modified in accordance with Section 16 of this Agreement.

AUTHENTICATED COPY

EXHIBIT D, Revision No. 1
Interagency Agreement No. 99-DSR-11038
BUREAU OF INDIAN AFFAIRS
FOR THE COLORADO RIVER AGENCY
Interagency Agreement No. AG9H0099013

QUARTERLY PROGRESS REPORT FOR CONSTRUCTION
AT HEADGATE ROCK SUBSTATION

1. This Exhibit D, Revision No. 1 made this 18th day of February, 2000, to be effective under and as a part of Interagency Agreement No. 99-DSR-11038, dated August 4, 1999, hereinafter called Agreement, shall become effective on February 1, 2000, and shall remain in effect until superseded by another Exhibit D; Provided, That this Exhibit D or any superseding Exhibit D shall terminate with the expiration of the Agreement.
2. The format of the Quarterly Progress Report was developed, agreed to, and is displayed on the next page, in accordance with subsection 10.4 of this Agreement.

SEE PAGE 2 FOR THE SAMPLE FORMAT.

3. This Exhibit D may be modified in accordance with Section 16 of this Agreement.

EXHIBIT D, Revision No. 1
 Interagency Agreement No. 99-DSR-11038
 BUREAU OF INDIAN AFFAIRS
 FOR THE COLORADO RIVER AGENCY
 Interagency Agreement No. AG9H0099013

SAMPLE FORMAT FOR:

QUARTERLY PROGRESS REPORT FOR CONSTRUCTION
 AT HEADGATE ROCK SUBSTATION
 (INTERAGENCY AGREEMENT NO. 99-DSR-11038)

Tasks	July			August			September			Quarter			Total to Date		
	Planned	Actual	Variance	Planned	Actual	Variance	Planned	Actual	Variance	Planned	Actual	Variance	Planned	Actual	Variance
Totals															

Equipment	July			August			September			Quarter			Total to Date		
	Planned	Actual	Variance	Planned	Actual	Variance	Planned	Actual	Variance	Planned	Actual	Variance	Planned	Actual	Variance
Totals															

22

AUTHENTICATED COPY



**United States
Department of Energy**

**WESTERN AREA
POWER ADMINISTRATION**

**Desert Southwest
Regional Office**

INTERAGENCY AGREEMENT

AGREEMENT NO. 04-DSR-11463

BUREAU OF INDIAN AFFAIRS NO. AGH00050007

BETWEEN

**UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
Desert Southwest Customer Service Region
Parker-Davis Project
SLCA Integrated Projects**

AND

**UNITED STATES
DEPARTMENT OF INTERIOR
BUREAU OF INDIAN AFFAIRS
COLORADO RIVER AGENCY**

FOR

MARKETING, POWER SCHEDULING AND MANAGEMENT SERVICES

AGREEMENT NO. 04-DSR-11463

BUREAU OF INDIAN AFFAIRS NO. AGH00050007

BETWEEN

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
Desert Southwest Customer Service Region
Parker-Davis Project
SLCA Integrated Projects

AND

UNITED STATES
DEPARTMENT OF INTERIOR
BUREAU OF INDIAN AFFAIRS
COLORADO RIVER AGENCY

FOR

MARKETING, POWER SCHEDULING AND MANAGEMENT SERVICES

Table of Contents

<u>Section</u>	<u>Title</u>	<u>Page No.</u>
1	Preamble.....	1
2	Explanatory Recitals.....	2
3	Agreement.....	2
4	Effective Date and Term.....	2
5	Definitions.....	3
6	Transmission Arrangements.....	6
7	Termination Procedures.....	6

Part One

Marketing, Power Scheduling and Management Services

8	Marketing, Power Scheduling and Management Services.....	6
9	Scheduling Methodology	10

Part Two

Control Area Services

10	Control Area Services.....	11
----	----------------------------	----

Part Three
General Provisions

11	Points of Interconnection and Delivery.....	13
12	Compensation Methodology.....	14
13	Consultation and Coordination.....	15
14	Billing and Payment.....	16
15	Reconciliation.....	18
16	Disputes.....	19
17	Notices.....	19
18	Audit.....	20
19	Severability.....	21
20	Exhibits.....	21
21	Modification of This Agreement.....	21
22	Contingent Upon Authorization.....	21
23	Assignment.....	22
24	General Power Contract Provisions.....	22
25	Information Exchange.....	22
26	Governing Law.....	23
27	Authority to Execute.....	23
	Signature Clause.....	24
	Exhibits A, B, and C	
	Attachments	
	General Power Contract Provisions	
	Intra-Agency Reimbursement Funding Agreement (Obligation Document)	

INTERAGENCY AGREEMENT NO. 04-DSR-11463

BUREAU OF INDIAN AFFAIRS NO. AGH00050007

BETWEEN

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
Desert Southwest Customer Service Region
Parker-Davis Project
SLCA Integrated Projects

AND

UNITED STATES
DEPARTMENT OF INTERIOR
BUREAU OF INDIAN AFFAIRS
COLORADO RIVER AGENCY

FOR

MARKETING, POWER SCHEDULING AND MANAGEMENT SERVICES

1. **PREAMBLE:** This INTERAGENCY AGREEMENT, hereinafter called AGREEMENT, is made this 13^d day of SEPTEMBER 2005, pursuant to the Acts of Congress approved June 17, 1902 (32 Stat. 388); August 21, 1928 (45 Stat. 1057); July 19, 1940 (54 Stat. 774); May 28, 1954 (68 Stat. 143); April 11, 1956 (70 Stat. 105); August 4, 1977 (91 Stat. 565); the "Economy Act" of 1932 (31 U.S.C. 1535); and acts amendatory or supplementary to the foregoing Acts; between the UNITED STATES OF AMERICA, acting by and through the Administrator, Western Area Power Administration, Department of Energy, hereinafter called Western, represented by the officer executing this Agreement or a duly appointed successor, and the UNITED STATES OF AMERICA, Department of the Interior, Bureau of Indian Affairs (BIA), acting on behalf of the COLORADO RIVER AGENCY (CRA), hereinafter called BIA or Contractor, represented by the BIA contracting officer executing this Agreement, or a duly appointed successor,

each sometimes hereinafter individually called Party, and both sometimes collectively called the Parties.

2. **EXPLANATORY RECITALS:**

2.1 Western is engaged in marketing, generation and transmission of electric power, and operates the Western Area Lower Colorado (WALC) Control Area in the Desert Southwest, which includes the Parker-Davis Project (P-DP), Salt Lake City Area Integrated Project (SLCA/IP), and Boulder Canyon Project (BCP).

2.2 CRA is primarily engaged in the distribution and sale of electric power in the States of Arizona and California; and receives allocations of Federal Hydro Resources.

2.3 The Parties enter into this Agreement in order for Western to manage the generation and transmission resources of the CRA within Western's Control Area.

2.4 Aggregation and management of the Power Resources of the CRA by Western will result in efficiencies and economical use and dispatch of the CRA Power Resources to efficiently serve CRA electrical loads.

3. **AGREEMENT:** The Parties agree to the terms and conditions set forth herein.

4. **EFFECTIVE DATE AND TERM:**

4.1 This Agreement shall become effective on the first day of the first month after execution of this Agreement, and shall remain in effect until midnight September 30, 2024, subject to Section 7, Termination Procedures.

4.2 The following Interagency Agreements between Western and BIA; the Interim Scheduling Entity Service Agreement, Western's No. 92-PAO-10499, BIA No. 1450AGH002153, dated March 5, 1993, and the Headgate Rock Resource Integration Agreement, Western's No. 92-PAO-10480, BIA No. 1450AGH3H002155, dated March

22, 1993, shall terminate upon execution of this Agreement without further action. No charges will be billed for the service month in which the Agreements are terminated.

5. **DEFINITIONS:** When used in this Agreement, and when initially capitalized, the words and terms defined in this Section 5, shall have the meanings scribed to them in this Section 5. The definitions in this Agreement shall control the interpretation of this Agreement only.

5.1 **Additional Power** means any capacity and/or energy purchased on the market by the CRA or Western on behalf of CRA not included in the interagency agreements and other resources of the CRA as listed in Exhibit A, Section 2.A.

5.2 **Aggregate Load** means the CRA loads (examples shown in Exhibit B) combined in an integrated hourly coincident format to facilitate calculating peak demand.

5.3 **Aggregate Resources** means the CRA Power Resources combined in an hourly format or scheduled dynamically to meet the Aggregate Load.

5.4 **Ancillary Services** means those services, as defined in Western's Open Access Transmission Tariff (OATT), that are necessary to support the transmission of capacity and energy from resources to CRA loads while maintaining reliable operation of the Transmission Provider's transmission system in accordance with good utility practice.

5.5 **Contingency Reserve** means an amount of Spinning Reserve and Nonspinning Reserve (at least half of which must be Spinning Reserve), sufficient to reduce Area Control Error (ACE) to zero or its pre-disturbance level within the time specified in the Disturbance Control Standard in effect in NERC Policy 1.

5.6 **Contract Rate of Delivery (CROD)** is the maximum amount of capacity CRA is entitled to receive in accordance with the P-DP or SLCA/IP Firm Electric Service Contracts of the CRA.

5.7 **Control Area** means an area consisting of an electric power system or systems, bounded by interconnection metering and telemetry, capable of controlling generation to maintain balance of generation within the Control Area and its interchange schedule with other Control Areas, and contributing to frequency regulation of the interconnected systems.

5.8 **Federal Hydro Resources** means the capacity, energy, and associated Ancillary Services purchased directly from Western by CRA from the Federal hydro projects, including, but not limited to Salt Lake City Area Integrated Projects (SLCA/IP), and Parker-Davis Project (P-DP) resources.

5.9 **Energy Deviation** means the monthly energy differences between the CRA energy requirement and energy delivered by the Western Area Lower Colorado Control Area, either positive or negative, as calculated at the end of the month in accordance with Section 8.3 of this Agreement.

5.10 **Non-Spinning Reserves** are off-line generation capable of serving demand within ten (10) minutes, interruptible loads, interruptible exports, on-demand rights from other entities or Control Areas; or excess Spinning Reserves.

5.11 **Operating Reserve** means capability above firm system demand required to provide for regulation, load forecasting error, forced and scheduled outages, and local area protection as defined in WECC criteria. It consists of Regulating Reserve, Contingency Reserve, additional reserve for interruptible imports, plus additional reserve for on-demand obligations.

5.12 **Power Resources** means all of the CRA resources, including Transmission and Operating Reserves, owned or under contract as shown in Exhibit A, including Additional Power.

5.13 **Reimbursable Account** is an account established by Western for the CRA in the United States Treasury containing obligation of funds which are immediately available to Western to pay for the costs of providing load and resource management services and power accounting under this Agreement, including but not limited to, the actual cost of market purchases and associated charges for transmission, transmission losses, energy, capacity, Ancillary Services, merchant transaction fees, subcontractor charges, labor charges, associated administrative overhead, and audit costs for providing other services on behalf of the CRA, as provided under this Agreement.

5.14 **Regulation** means the continuous balancing of resources (generation and interchange) with load and for maintaining scheduled interconnection frequency at sixty cycles per second (60 Hz) as necessary to follow the moment-by-moment changes in load.

5.15 **Regulating Reserve** means sufficient Spinning Reserve, immediately responsive to Automatic Generation Control (AGC) to provide sufficient regulating margin to allow the Control Area to meet NERC's Control Performance Standard.

5.16 **Spinning Reserve** means Operating Reserve which is unloaded generation synchronized to the system and capable of immediate response to changes in demand.

5.17 **Third Party** means any party other than the Parties associated with this Agreement.

5.18 **Transmission Provider** means the Desert Southwest Regional Office of the Western Area Power Administration (Western) which owns, controls, or operates the facilities used for the transmission of electric energy in interstate commerce and provides transmission service.

5.19 WALC means Western Area Lower Colorado Control Area.

5.20 WECC means Western Electricity Coordinating Council or its predecessor or successor agency.

6. **TRANSMISSION ARRANGEMENT:** Upon entering this Agreement, the CRA must possess, singularly or a combination of, transmission, transmission contracts, or delivery rights capable of meeting its long-term firm transmission service requirements.

7. **TERMINATION PROCEDURES:**

7.1 The CRA or Western may at any time terminate this Agreement by providing written notice six (6) months prior to the date when service is to be terminated; provided that, no such termination shall be effective until the completion or termination of any ongoing transaction pursuant to this Agreement is agreed upon by the CRA and Western.

7.2 In the event Western announces a decision to cease to operate its Control Area, the CRA may, upon ten (10) days' written notice, terminate this Agreement at the beginning of any monthly billing period from ninety (90) days before Western ceases to operate the Control Area.

Part One

8. **MARKETING, POWER SCHEDULING AND MANAGEMENT SERVICES:**

Western shall provide the CRA the following Marketing, Power Scheduling and Management Services in accordance with procedures mutually developed by the Parties:

8.1 Aggregate Resources:

8.1.1 Western shall combine the CRA resources for dispatch by WALC.

Western shall use its best efforts to optimize the available resources and schedule the Aggregate Resources in the most economical manner for CRA.

8.1.2 Western and CRA shall agree on any change in operating procedure that may be required as a result of changes in the CRA loads.

8.1.3 To meet Operating Reserve requirements for the CRA load, including regulation, Western has the option to pre-schedule Additional Power to meet the Aggregate Load and peak capacity obligations during certain core peak hours.

8.1.4 If the CRA Aggregate Load exceeds one hundred (100) percent of the Aggregate Resources, Additional Power will be acquired by Western, as specified in this Section 8, to meet the Aggregate Load as system conditions require at the applicable market rate to CRA.

8.1.5 Western shall provide scheduling, control, dispatching, and perform power accounting necessary for this Agreement.

8.1.6 Western will sell the CRA Power Resources that are surplus, other than Federal Hydro Resources, above the Aggregate Load requirements of CRA. Western will bill the purchasing entity monthly under terms consistent with the current Western Systems Power Pool (WSPP) Agreement or any appropriate enabling agreement. Western will perform an agency transfer of funds, from Western to CRA through the Intra-governmental Payment and Collection System (IPAC) following receipt of payment from the entity purchasing the surplus resources.

8.1.7 In the event CRA requires transmission service in addition to the transmission listed in Exhibit A, Section 2.B or Ancillary Services from Western in order

to deliver Aggregate Resources to the Aggregate Load or to sell non-Federal hydro surplus Power Resources, that transmission service will be procured on a pass through cost basis in accordance with Western's OATT and Western will charge CRA a cost-based charge for this service.

8.2 Additional Power:

8.2.1 It is recognized that from time to time Western, on behalf of CRA, will need to make short-term power supply arrangements. Obligation of funds authority for such arrangements must be available through the Reimbursable Account as provided in Section 14.

8.2.2 CRA may purchase Additional Power after consultation with Western with regard to amount, type of resource and delivery conditions. CRA may also authorize Western to make such purchases. Western shall provide scheduling, control, dispatching, and other services for Additional Power.

8.2.3 Western will use its best efforts to mitigate expense to CRA resulting from surplus purchases of Additional Power by integrating such capacity and/or energy into its firm Control Area loads, providing there is no negative impact to the Control Area; re-selling surplus Additional Power resource; canceling or reducing the surplus in order to mitigate costs; or use of other means which are available to Western.

8.2.4 If at any time the CRA Power Resources are interrupted or curtailed and Western is unable to schedule another of the CRA Power Resources in time to fully replace the curtailed or interrupted Power Resource, Western shall procure the Additional Power required to serve the CRA load for that time period. Billing and payment shall be in accordance with Section 14.

8.3 **Energy Deviation:** CRA and Western shall conscientiously trend deviation energy toward a zero balance daily on a prescheduled and real-time basis. Western will reduce the deviation energy balance as follows:

8.3.1 To the extent possible, Western will schedule the Aggregate Resource, monthly, daily and hourly to meet the CRA Aggregate Load including consideration for prior accumulations of energy deviation. An alteration of the monthly, daily, and hourly pre-schedule may be made by Western's operating personnel if inadequate resources or a surplus of resources for serving the CRA Aggregate Load exists.

8.3.2 To the maximum extent possible, the accumulated fiscal year Energy Deviation will net to zero at the end of each fiscal year and will be reduced through scheduling, or the Parties may agree to a financial settlement of the deviation energy balance if CRA owes energy to Western.

8.4 **Other Services:** Western shall provide other services including, but not limited to, load and resource analysis, deviation accounting, power accounting, and financial accounting necessary to meet the requirements of CRA and Western under this Agreement.

8.5 **Power Transaction Statements:** Western shall issue itemized monthly transaction statements to CRA for the Marketing, Power Scheduling and Management Services provided to CRA pursuant to this Agreement by the end of the month following the month transactions occurred. At the request of CRA, Western shall produce an annual statement summarizing power transactions pursuant to this Agreement. These statements shall be in accordance with the format and procedures mutually agreed to between CRA and Western.

9. **SCHEDULING METHODOLOGY:** Schedules are intended to provide firm and reliable electric service for CRA loads at the lowest reasonable cost. The following scheduling methodology will be used:

9.1 Western shall annually forecast the CRA load on a monthly basis in cooperation with the CRA. Western shall annually verify with CRA of all available resources in advance of the scheduling year. CRA must notify Western of any changes to available resources no later than the fifteenth (15th) day of the month prior to the month the resource is to be scheduled. Western will optimize the schedule for the Power Resources of the CRA to match the monthly Aggregate Load requirements in the most economic manner available. The Power Resources of CRA shall include the CRA proportionate share of Operating Reserve and Regulation as required to meet WECC criteria.

9.2 On a monthly pre-schedule basis, Western will aggregate all CRA loads and resources into an aggregate profile. CRA shall notify Western of its seasonal resources to be utilized as listed in Exhibit A. Western will estimate the aggregate hourly profile for weekday, weekend, and holiday projected load for each month.

9.3 On a daily pre-schedule basis, if Western determines that power in surplus of the CRA Aggregate Load is available for re-marketing, Western shall use its best efforts to re-market the non-Federal Hydro Resource and shall forward sales revenues from such re-marketing, based on actual revenue received, to CRA via the Intra-governmental Payment and Collection System (IPAC). Western's costs, including transaction fees and allocable expenses associated with the re-marketing will be charged to the CRA Reimbursable Account.

Part Two

10. CONTROL AREA SERVICES:

10.1 **Operations Policy:** CRA shall either have sufficient Power Resources or shall authorize Western to procure Additional Power and Ancillary Services sufficient to provide for all load obligations of the CRA, including native load, Operating Reserves, Regulation, transmission and transmission losses. All of the Power Resources available to Western will be applied to the Aggregate Load of CRA in each hour with consideration for the following elements:

10.1.1 Generator operating constraints such as minimum and maximum loading levels, ramp rates, minimum run times, maximum run times, system stability requirements (e.g. voltage support or VAR support), Operating Reserve requirements, planned outages, and any other constraint or condition affecting generation.

10.1.2 Firm purchase contract conditions such as minimum and maximum load factors, minimum or maximum energy take requirements, and any other constraint or condition affecting the ability to receive capacity or energy under the contract.

10.1.3 Generating unit outages which would limit a supplier's ability to deliver capacity or energy pursuant to a purchase contract.

10.1.4 The availability of short term firm capacity or energy from market suppliers.

10.1.5 Transmission constraints or limitations and transmission service contract requirements, which would preclude the physical delivery of capacity or energy as contemplated by the schedule, including loss factors.

10.2 **Ancillary Services:** Western shall provide or purchase the following Ancillary Services for CRA load, as needed to meet CRA load obligations:

10.2.1 **Scheduling, System Control and Dispatch Service:** Is required to provide for the movement of power through, out of, within, or into a Control Area.

10.2.2 **Reactive Supply and Voltage Control from Generation Sources Services:** In order to maintain voltages on the Transmission Provider's transmission facilities within acceptable limits, generation facilities under the control of the Control Area operator are operated to produce (or absorb) reactive power. The amount of reactive supply and voltage control service to be supplied from generation sources with respect to the transmission customer's transaction will be determined based on the reactive power support necessary to maintain transmission voltages within limits generally accepted in the region and consistently adhered to by the Transmission Provider.

10.2.3 **Regulation and Frequency Response Service:** Regulation and frequency response service is necessary to provide for the continuous balancing of resources (generation and interchange) with load and for maintaining scheduled interconnection frequency at sixty cycles per second (60 Hz). Regulation and frequency response service is accomplished by committing Intra-governmental generation whose output is raised or lowered (predominantly through the use of automatic generating control equipment) as necessary to follow the moment-by-moment changes in load. The CRA must either purchase this service from the Transmission Provider or make alternative comparable arrangements as agreed to by the Control Area operator to satisfy its Regulation and frequency response service obligation.

10.2.4 **Energy Imbalance Service:** Energy Imbalance service is provided when a difference occurs between the scheduled and the actual delivery of energy to a load located within a Control Area over a single hour. The CRA must either obtain this service from the Transmission Provider or make alternative comparable arrangements to satisfy its Energy Imbalance service obligation.

10.2.5 **Operating Reserve – Spinning Reserve Service:** Spinning Reserve service is needed to serve load immediately in the event of a system contingency. Spinning Reserve service may be provided by generating units that are Intra-governmental and loaded at less than maximum output. The CRA must either purchase this service from the Transmission Provider or make alternative comparable arrangements to satisfy its Spinning Reserve service obligation.

10.2.6 **Operating Reserve – Non-Spinning Reserve Service:** Non-Spinning Reserve service is needed to serve load in the event of a system contingency; however, it is not available immediately to serve load, but rather, within ten (10) minutes. The CRA must either purchase this service from the Transmission Provider or make alternative comparable arrangements to satisfy its Non-Spinning Reserve service obligation.

Part Three

General Provisions

11. **POINTS OF INTERCONNECTION AND DELIVERY:** Western shall schedule capacity and energy for delivery to CRA at the point(s) of interconnection and delivery. Western's WECC Control Area representative will determine the point(s) of

interconnection and delivery which shall be at the interconnection described in each of the CRA Power Resource contracts listed in Exhibit A.

12. **COMPENSATION METHODOLOGY:**

12.1 Western's published charges for Ancillary Services, shall apply to such services supplied by Western under this Agreement. Western shall provide a schedule of such charges, including revisions thereto, to CRA and CRA shall pay for such services at the established rates.

12.2 To the extent services are provided under contracts for Federal Hydro Resources, Federal transmission, or by CRA through other contracts, no additional charges are intended to be charged hereunder.

12.3 It is not the intention of the Parties that any contractor within WALC subsidize any other contractor's services, as a result of this Agreement. If it is found that subsidization is occurring under this Agreement, the Parties shall develop and implement a method for eliminating such subsidies.

12.4 Western shall provide or procure the services as described in this Agreement and CRA shall pay for Western's cost of supplying or procuring such services as specified in Exhibit C.

12.5 Western may revise the charges for services set forth in this Section, other than those specified in Section 12.1, and may revise the charges for services set forth in Exhibit C. Western will annually review the charges for services and notify the CRA of any identified revised charges six (6) months prior to the next effective fiscal year. The most recent twelve (12) months' data, modified for known and measurable changes, will be used to establish and review charges. Western will give CRA three (3) months notice of any significant change to the charges that occur outside the annual review controlled

by Western's Desert Southwest Region (DSW). Western will notify CRA of changes to charges not controlled by DSW as they become known.

12.6 The compensation under this Agreement, or any management agreements issued hereunder, is to reimburse Western for actual and direct expenses for all reimbursable costs. Such costs consist of the actual cost of market purchase and associated charges, including but not limited to transmission, transmission losses, energy, capacity, Ancillary Services, merchant transaction fees, subcontractor charges, labor charges, associated administrative overhead, and audit costs which may be required to deliver services under this Agreement.

13 **CONSULTATION AND COORDINATION:** CRA and Western will consult and coordinate scheduling and operating criteria for serving the Aggregate Load and scheduling the Aggregate Resources under this Agreement.

13.1 Notice of any change of authorized representative or alternate authorized representative identified in Section 17 shall be given by written notice to the other Party. Each Party's designated authorized representative shall be authorized to act on behalf of such Party with respect to those responsibilities provided herein. The authorized representative and the alternate authorized representatives shall have no authority to amend this Agreement.

13.2 CRA and Western may call for a meeting by written notice as provided in Section 17 hereof, as they determine necessary, but in no event less often than once per year. A proposed agenda for the meeting shall accompany the notice. CRA and Western agree that meetings for monthly accounting overviews will be scheduled as mutually agreed.

13.3 The purpose of meetings and discussions between Western and CRA shall be as follows:

13.3.1 To establish, in conjunction with Western, the implementation of Part One and Part Two of this Agreement.

13.3.2 To establish procedures for power accounting for transactions and financial accounting for charges pursuant to this Agreement.

13.3.3 To establish, review, and/or modify procedures and standard practices consistent with the provision hereof, for the guidance of marketers/schedulers as to matters affecting transactions under this Agreement.

13.3.4 To mutually develop guidelines and recommend to Western mutually beneficial scheduling procedure modifications required in connection with transactions under this Agreement.

14 **BILLING AND PAYMENT:** The accounting and billing period for this Agreement shall be one (1) calendar month and coincidental with the calendar month, unless otherwise specified.

14.1 **General Provisions:**

14.1.1 Other services requested by CRA and rendered by Western under this Agreement will be paid for by CRA.

14.1.2 Arrangements under other Western contracts will be paid for under the terms and conditions specified in those contracts.

14.2 **Funds Reservation:** Western, at the sole expense of CRA, agrees to provide services as described in this Agreement. All costs for work performed by Western shall be conclusively determined by Western.

14.2.1 CRA shall monitor the amount of funds reservation on a monthly basis. In the event that an additional amount of funds reservation is required, CRA shall provide the funds reservation no later than the twentieth (20th) day of the month preceeding the month of services. CRA shall maintain the balance of reserved and obligated funds at the level jointly determined and agreed upon by Western and CRA by making necessary funding obligations under Western's Intra-Agency Reimbursement Funding Agreement (Obligation Document) from year to year.

14.2.2 In the event Western determines the reservation of funds available for transfer to the Reimbursable Account is insufficient to make purchases or provide other services during the month, Western will immediately provide written notice to CRA requesting that additional funds be reserved under Western's Obligation Document. In the event that CRA does not provide notification to Western of additional funds reservations within five (5) working days, services under this Agreement shall be discontinued until sufficient funds have been reserved pursuant to Western's Obligation Document to pay for all costs under this Agreement.

14.2.3 Western shall be under no obligation to perform any work pursuant to this Agreement until funds have been reserved and obligated by CRA.

14.2.4 Within twenty (20) days after execution of this Agreement, CRA shall submit to Western written notification with appropriate reservation of funds for the first month of services under Western's attached Obligation Document specifying that the agreed upon funding level has been reserved and obligated for the purposes of this Agreement.

14.3 **Reimbursable Account:**

14.3.1 Western shall establish a Reimbursable Account in the United States Treasury to fund the services provided under this Agreement. Western will be reimbursed through Intra-governmental payment and collection procedures (IPAC) for making purchases, providing other services on behalf of CRA, and collected sales revenues as provided under this Agreement. Western will issue a bill for reimbursable costs to agency location code (ALC) number 14-20-0699 and shall cite both this Agreement No. 04-DSR-11463, Bureau of Indian Affairs No. AGH00050007 and the ALC number.

14.3.2 Timing of the bill for IPAC to CRA will normally occur no later than the thirtieth (30th) day of the month following the month in which reimbursable expenses occur. During Western's fiscal year closing, the bill for IPAC to CRA may occur up to ninety (90) days after the month in which reimbursable expenses occur. Western shall make its best efforts to ensure timely collection of sales revenue on behalf of CRA. Western will provide an invoice to CRA simultaneously with the issuance of the monthly IPAC.

14.3.3 The format of the invoice will be as mutually agreed upon by the Parties. Western will send CRA a monthly Reimbursable Account statement showing costs incurred, purchases made, sales revenue, and services provided in a format as mutually agreed upon by the Parties.

- 15 **RECONCILIATION:** As soon as practicable after the close of the fiscal year, but not later than ninety (90) days thereafter, CRA and Western shall meet to discuss the yearly accounting reconciliation, and any changes in processes and procedures which will improve performance under this Agreement.

16. **DISPUTES:** In the event of a dispute under this Agreement, the Parties agree that pending resolution of a disputed matter, the Parties shall continue performance of their respective obligations hereunder, provided that neither Party shall be required to take any action pending such resolution which it has been advised by counsel, or which it reasonably believes, is unlawful or not permitted pursuant to applicable regulations. Any disputes between the Parties shall be subject to the process described herein.

16.1 The Parties shall first attempt to resolve such dispute by mutual agreement.

16.2 If the Parties cannot mutually agree to a resolution of such dispute, the Parties shall attempt to resolve the dispute through mediation. The Parties shall use their best efforts to select a mediator reasonably acceptable to both Parties. The costs of mediation, including any mediator's fees, and costs for the use of any facilities during the mediation, shall be shared equally by both Parties. Each Party's other costs and expenses shall be paid by the Party incurring them.

17. **NOTICES:** Except as otherwise provided in this Agreement, any notice, demand, or request required by this Agreement to be given in writing to either Party shall be considered properly served, given or made if delivered in person, or sent by registered or certified mail, postage prepaid, properly addressed, return receipt requested to the other Party at the following address:

17.1 **To CRA:**

Department of the Interior
Bureau of Indian Affairs
Colorado River Agency
Route 1 , Box 9C
Parker, AZ 85344

17.2 **To Western:**

Department of Energy
Western Area Power Administration
Desert Southwest Regional Office
P.O. Box 6457
Phoenix, AZ 85005-6457
ATTN: Assistant Regional Manager for Power Marketing

17.3 In addition to the forms of notice specified in this Section 17, for the purposes of complying with the notice requirements of this Agreement, the Parties may accomplish such notice by telecopy, facsimile, or electronic mail. Communications related to scheduling provided from and to operating personnel of the Parties may be accomplished by electronic mail. Where telecopy, facsimile, or electronic mail is utilized, the sending Party shall keep a contemporaneous record of such communications.

17.4 Informal communication of a routine nature shall be given by telecopy, facsimile, or electronic mail or in such manner as the Parties shall determine.

17.5 Any Party may, at any time, by written notice to the other Party, change its service address or designation of the individual to which such notices are to be sent pursuant to this Section 17.

18. **AUDIT:**

18.1 Each Party shall have the right, at its own expense, to designate an employee representative(s) or contracted representative(s) of a certified public accounting firm who shall have the right to audit and to examine any cost, payment, settlement, or supporting documentation resulting from any items set forth in this Agreement. Any such audit(s) shall be undertaken only after ten (10) days' written notice is given to the other Party. Audits shall be performed at reasonable times and in conformance with generally accepted auditing standards. The Party being audited agrees to fully cooperate

with any such audit(s). This right to audit shall extend for a period of three (3) years following the date of each payment under this Agreement. The Parties agree to retain all necessary records/documentation during this audit period.

18.2 The Parties shall be notified in writing of any exception taken as a result of an audit and shall respond to such notification with a proposed resolution within thirty (30) days.

19. **SEVERABILITY:** To the fullest extent possible, each provision of this Agreement shall be interpreted in such fashion as to be effective and valid under applicable law. If any provision of this Agreement is declared void or unenforceable with respect to particular circumstances, such provision shall remain in full force and effect in all other circumstances. If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement, which shall otherwise remain in full force and effect.
20. **EXHIBITS:** The initial Exhibits A, B, and C are attached hereto, made a part hereof, and shall be in full force and effect in accordance with their respective terms until superseded by a subsequent exhibit. Exhibits may be modified from time to time as agreed upon by Western and CRA.
21. **MODIFICATION OF THIS AGREEMENT:** No modification, change, or amendment of this Agreement shall be effective unless made in writing and signed by each of the Parties.
22. **CONTINGENT UPON AUTHORIZATION:** In order to receive and expend funds advanced from CRA necessary for the continued performance of the obligations of Western under this Agreement, additional authorization may be required. In case such

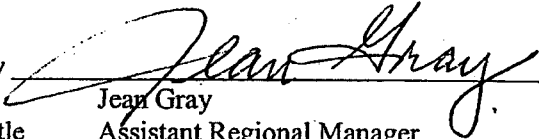
additional authorization is not received, CRA hereby releases Western from its contractual obligations and from all liability due to the lack of such authorization.

23. **ASSIGNMENT:** In the event the power system of CRA is divested by actions of the United States, CRA shall give at least ninety (90) days advance written notice to Western of such divestiture. Pursuant to Section 37 (Transfer of Interest in Contract) of the General Power Contract Provisions of this Agreement, no voluntary transfer of the Agreement or of the rights of CRA under this Agreement shall be made without the written approval of the Administrator of Western. Upon written approval by Western of such assignment, the terms, covenants, and conditions of the Agreement shall inure to and be binding upon the party(s) that acquires the rights from CRA, or in case of non-approval by Western, Western may terminate this Agreement effective upon the effective date of the divestiture.
24. **GENERAL POWER CONTRACT PROVISIONS:** The General Power Contract Provisions (GPCP), dated July 10, 1998, as they may apply are attached hereto, and are hereby made a part of this Agreement the same as if they had been expressly set forth herein; provided that, if the articles in the GPCP are in conflict with this Agreement, the provisions of this Agreement shall control.
25. **INFORMATION EXCHANGE:** The Parties shall cooperate in the exchange of information between themselves in order to further the purposes of this Agreement and to verify compliance with the terms of this Agreement in an expeditious manner.

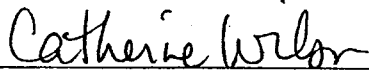
26. **GOVERNING LAW:** This Agreement shall be interpreted, governed by, and construed under applicable Federal law.
27. **AUTHORITY TO EXECUTE:** Each Party to this Agreement certifies that the individual executing this Agreement on behalf of the Party is duly authorized to execute this Agreement which binds and obligates the Party.

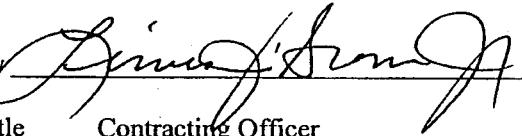
The Parties have caused this Interagency Agreement, Western's No. 04-DSR-11463,
BIA's No. AGH00050007 to be executed the date first written above.

DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

By 
Title Jean Gray
Assistant Regional Manager
for Power Marketing
Address Desert Southwest Regional Office
P.O. Box 6457
Phoenix, AZ 85005-6457

DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
WESTERN REGIONAL OFFICE

By 
Title Acting
Regional Director
Address P.O. Box 10
Phoenix, AZ 85001-0010

By 
Title Contracting Officer
Address P.O. Box 10
Phoenix, AZ 85001-0010

Attachment 1
Agreement No. 04-DSR-11463
BIA No. AGH00050007
COLORADO RIVER AGENCY

SCHEDULING AND OPERATIONS PERSONNEL
AND AUTHORIZED PRINCIPAL REPRESENTATIVES OF THE PARTIES

CRA Contacts:

Name, Title, And Location	Phone Number	Fax Number	Area of Responsibility	Hours
Neil Messer Colorado River Agency Route 1, Box 9-C Agency Road, Building 3 Parker, AZ 85344	(928) 669-7126	(928) 669-5317	Authorized Principal Representative (Primary)	Business Day
Roger Hawkins Colorado River Agency Route 1, Box 9-C Agency Road, Building 3 Parker, AZ 85344	(928) 669-7155	(928) 669-5317	Authorized Principal Representative (Secondary)	Business Day
Renee Holly Bureau of Indian Affairs – Western PO Box 10 Phoenix, AZ 85001-0010	(602) 379-3822	(602) 379-6763	Contract Specialist	Business Day

Attachment 1
 Agreement No. 04-DSR-11463
 BIA No. AGH00050007
 COLORADO RIVER AGENCY

Western Contacts:

Title, and Location	Phone Number	Fax Number	Area of Responsibility	Hours
Penny Casey Power System Resource Manager 615 South 43 rd Avenue Phoenix, AZ 85009	(602) 605-2555	(602) 605-2490	Authorized Principal Representative (Primary)	Business Day
Mike Simonton Lead Power Pre-Scheduler 615 South 43 rd Avenue Phoenix, AZ 85009	(602) 605-2675	(602) 605-2490	Authorized Principal Representative (Secondary)	Business Day
Norma Jenson-Shorty Power Pre-Scheduler 615 South 43 rd Avenue Phoenix, AZ 85009	(602) 605-2558	(602) 605-2490	Resources and Load Forecasting	Business Day
Operations (Load Shedding) 615 South 43 rd Avenue Phoenix, AZ 85009	(602) 605-2512	(602) 605-2411	Operations	Operation Emergencies
Financial Representative Reta Taylor or Greg Gonzales 615 South 43 rd Avenue Phoenix, AZ 85009	(602) 605-2559 (602) 605-2718	(602) 605-3587	Finance	Business Day
Gary Stein Public Utilities Specialist 615 South 43 rd Avenue Phoenix, AZ 85009	(602) 605-2659	(602) 605-2490	Contracting	Business Day

Exhibit A.CRA
Agreement No. 04-DSR-11463
BIA No. AGH00050007
COLORADO RIVER AGENCY

COLORADO RIVER AGENCY

1. This EXHIBIT A.CRA, to be effective under and as a part of Interagency Agreement No. 04-DSR-11463, hereinafter called Agreement, shall remain in effect until superseded by another Exhibit A.CRA; provided that, this Exhibit A.CRA or any superseding Exhibit A.CRA shall terminate upon termination of the Agreement.
2. **CONTRACTOR'S POWER RESOURCES:** Listed below are Power Resources of the CRA to be aggregated by Western as part of this Agreement.

A. **Power:**

<u>CRA's</u> <u>Agreement Number:</u>	<u>Western's</u> <u>Agreement Number:</u>	<u>Power</u> <u>Resources:</u>
1. AG6H006706	87-BCA-10003	SLCA/IP Firm Electric Service
2. AG6H006707	87-BCA-10087	P-DP Firm Electric Service
3. AGH00030002	98-DSR-10962	Parker-Davis Project Excess Energy
4. N/A	N/A	Headgate Rock Hydro Generation Energy (1)

(1) Energy from the Headgate Rock Hydro Generation Plant owned and operated by the Bureau of Indian Affairs, Colorado River Agency.

Exhibit A.CRA
Agreement No. 04-DSR-11463
BIA No. AGH00050007
COLORADO RIVER AGENCY

B. Transmission:

<u>CRA's</u> <u>Agreement Number:</u>	<u>Western's</u> <u>Agreement Number:</u>	<u>Transmission</u> <u>Resources</u>
1. AG3H002154	92-PAO-10481	P-DP Firm Transmission
2. AGH00050008	98-DSR-10974	P-DP Non-firm Transmission
3. AG7H007720	97-DSR-10751	P-DP Non-firm Transmission for Excess Energy

3. This Exhibit A.CRA to Agreement No. 04-DSR-11463 may be modified in accordance with Section 20 of the Agreement.

Exhibit B.CRA
Agreement No. 04-DSR-11463
BIA No. AGH00050007
COLORADO RIVER AGENCY

COLORADO RIVER AGENCY

1. This EXHIBIT B.CRA, to be effective under and as a part of Interagency Agreement No. 04-DSR-11463, hereinafter called Agreement, shall remain in effect until superseded by another Exhibit B.CRA; provided that, this Exhibit B.CRA or any superseding Exhibit B.CRA shall terminate upon termination of the Agreement.
2. **DESIGNATED LOADS:** Listed below are all CRA monthly load projections to be aggregated by Western as part of this Agreement.

Month	Capacity MW	Energy MWH
October	14	6,400
November	13	5,400
December	13	6,300
January	13	7,400
February	13	6,700
March	11	6,725
April	21	7,400
May	25	9,150
June	24	11,250
July	27	14,100
August	27	13,000
September	28	10,400

3. This Exhibit B.CRA to Agreement No. 04-DSR-11463 may be modified in accordance with Section 20 of the Agreement.

AUTHENTICATED COPY

Exhibit C.CRA, Revision No. 1
Interagency Agreement No. 04-DSR-11463
BIA No. AGH00050007
Colorado River Agency

COLORADO RIVER AGENCY OTHER SERVICES

1. This Exhibit C.CRA, Revision No. 1, made this 26 day of April, 2007, to be effective under and as a part of Interagency Agreement No. 04-DSR-11463, dated September 12, 2005, hereinafter called the Agreement, shall supersede Exhibit C.CRA and shall remain in effect until superseded by another Exhibit C.CRA; provided, that this Exhibit C.CRA or any superseding Exhibit C.CRA shall be terminated pursuant to Section 4 of this Exhibit C.CRA.
2. **SERVICES:** Services will only be required for resources other than those that are federally contracted. Compensation for these services is outlined in Section 12 of the Agreement. The services are as follows:
 - 2.1 **Energy Management and Marketing Services – Non Real-Time:** Load and Resource (L&R) analysis is performed on a daily basis to closely match the Aggregate Load with the Aggregate Resources. The Aggregate Resources will be scheduled utilizing economic dispatch principles. Energy Management and Marketing Services shall also include accounting and reporting to the Contractor as described in Parts One and Three of the Agreement.
 - 2.2 **Energy Management and Marketing Services – Real-Time:**
 - 2.2.1 Monitor in a real-time environment Contractor's loads and resources. Re-analyze the projected loads compared to the scheduled resources and initiating supplemental energy purchases and sales as required in order to maintain a balanced portfolio for the Contractor.

2.2.2 Enter balanced load and resource schedules within the identified time constraints, creating electronic tags (E-Tags) that represent the transmission service request required for resource scheduling, which is coordinated with other utilities, traders and WECC control areas.

2.2.3 The intent of real-time service shall be to minimize Contractor's exposure to market volatility, imbalance assessments, and more economically manage the Aggregate Resources. Western shall provide this service to the best of its abilities with the resources and information available at the time

3. **COSTS:** The Contractor's costs associated with the Agreement shall be funded in accordance with Section 14 of the Agreement.

3.1 **Energy Management and Marketing Services – Non Real-Time:** The estimated annual cost of providing this service for a fiscal year is \$99,404.87.

3.2 **Energy Management and Marketing Services – Real-Time:** The estimated annual cost of providing this service for a fiscal year is \$18,508.48. An additional one time training cost of \$3,084.75 will be included on the initial invoicing.

3.3 **Pass Through Costs:** Such costs include, but are not limited to, purchase of power, transmission wheeling costs, transmission service application costs and ancillary service costs. Prior to Western incurring costs on behalf of the Contractor, that would be considered pass through costs that are not expressly identified in this Section, Western will discuss with Contractor.

3.4 **Power Purchases:** Contractor shall provide written authorization to Western for power purchases that have a delivery term of one month or longer. Specific

terms and conditions of purchase power Agreements with a term of one month or longer entered into by Western on behalf of Contractor shall include the Agreement number, term, quantity, price and delivery point(s).

3.5 **Special Project/Other Costs:** Contractor will give advanced written request for special projects to be completed by Western. Contractor will preauthorize the costs determined by Western for the special project.

3.6 On a monthly basis Western shall supply the Contractor a detailed report of expenditures incurred during the preceding month.

3.7 Contractor's real-time cost may increase from original estimated cost in accordance with subsection 12.5 of the Agreement.

3.8 Contractor's real-time cost shall not increase from original estimated cost plus inflation for the sole reason of increased costs due to a new customer contracting with Western for real-time services.

3.9 The Contractor's real-time costs may decrease in the event a new customer contracts with Western for real-time services and additional resources are not required to perform these functions.

3.10 In the event a new customer contracts with Western for real-time services and Contractor's real-time costs have been decreased in accordance with subsection 3.9 above, Contractor's real-time costs may be increased to the original cost estimate plus inflation.

4. **COMMITMENT TERM:** Upon execution of this Exhibit C.CRA, Contractor shall be obligated to fund Western for an initial five (5) year period (Commitment) in order for

Western to perform the services listed above. The initial Commitment is effective April 1, 2007 and terminates March 31, 2012. The Commitment shall automatically continue for successive periods of five (5) years, concurrent with the term of the Agreement, provided that should the Agreement terminate prior to the end of a five (5) year Commitment then the term of the Agreement shall be amended to cover the Commitment period.

5. **WITHDRAWAL:**

5.1 The Contractor may withdraw from this Exhibit C.CRA, if the facilities used to provide Energy Management and Marketing services are relocated to a new location outside of the Phoenix metropolitan area.

5.2 The Contractor shall have the right, with one (1) year advance written notice prior to the next successive Commitment period, to withdraw from this Exhibit C.CRA for the next successive Commitment period. Once a Commitment has been established the Contractor may not withdraw from the Commitment unless excused by provisions as described in subsection 5.1 of this Exhibit. In the event Contractor elects to withdraw from service in accordance with this Section and elects at a later date to take services from Western, Contractor will be considered a new customer at such time.

6. **PERFORMANCE:** Western will track monthly energy imbalances and compare to historical imbalances to benchmark performance.

7. This Exhibit C.CRA to Agreement No. 04-DSR-11463 may be modified in accordance with Section 20 of the Agreement.

Exhibit C.CRA, Revision No. 1
Interagency Agreement No. 04-DSR-11463
BIA No. AGH00050007
Colorado River Agency

7. This Exhibit C.CRA to Agreement No. 04-DSR-11463 may be modified in accordance with Section 20 of the Agreement.

The Parties have caused this Exhibit C.CRA, Revision No. 1, to Agreement No. 04-DSR-11463, to be executed on the date first written above.

DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

By Penny D. Casey
Penny D. Casey
Title Manager, Energy Management and
Marketing Office
Address Desert Southwest Region
P.O. Box 6457
Phoenix, AZ 85005-6457

DEPARTMENT OF INTERIOR
BUREAU OF INDIAN AFFAIRS
COLORADO RIVER AGENCY

By Linus Brown
Linus Brown
Title Regional Contracting Officer

By Allen Anspach
Allen Anspach
Title Regional Director
Address Bureau of Indian Affairs
Western Regional Office
400 N. 5th Street - 14th Floor
Two Arizona Center
Phoenix, AZ 85004

23

Exhibit C.CRA
Agreement No. 04-DSR-11463
BIA No. AGH00050007
COLORADO RIVER AGENCY

COLORADO RIVER AGENCY

1. This EXHIBIT C.CRA, to be effective under and as a part of Interagency Agreement No. 04-DSR-11463, hereinafter called Agreement, shall remain in effect until superseded by another Exhibit C.CRA, provided, that this Exhibit C.CRA or any superseding Exhibit C.CRA shall be terminated upon termination of the Agreement.
2. **COSTS:** The actual CRA costs associated with this Agreement shall be funded in accordance with Section 14 of the Agreement. The costs set forth in this Exhibit C.CRA are estimates of annual costs based on the services described in the Agreement, or power purchase costs listed in this Exhibit C.CRA.
3. **MARKETING, SCHEDULING AND MANAGEMENT SERVICES:** These services will only be required for resources other than those that are Federally contracted resources. Compensation for these services is outlined in Section 12 of the Agreement. The services are as follows:
 - 3.1 **Load and Resource Analysis, Scheduling, Operating and Accounting :**
Load and Resource analysis is done on a daily basis to closely match the Aggregate Load with the Aggregate Resources. The Aggregate Resources will be utilized economically. This includes accounting, reporting and future loads and resource analysis for Aggregated Load included under the Agreement and for transactions executed under this Agreement. Billing, supplies, report maintenance and contract maintenance or transactions executed

Exhibit C.CRA
Agreement No. 04-DSR-11463
BIA No. AGH00050007
COLORADO RIVER AGENCY

under this Agreement. The estimated annual cost of providing this service is Seventy Thousand Nine Hundred Seventy Dollars and Twenty-Two Cents (\$70,970.22). CRA shall be responsible for and shall be billed for all costs incurred under the Agreement. Western will supply CRA a detailed report of monthly expenditures. The incremental costs associated with Section 3.1 are based on the Exhibit C Attachment A.

3.2 **Pass Through Costs:** Costs including, but not limited to, spot market, intermediate or long term power purchases, transmission wheeling costs, ancillary services, sales and purchase transaction fees, and control area service costs.

3.2.1 **Long Term Power Purchases:** CRA shall provide written authorization to Western for power purchases that have a delivery term of one month or longer (Long Term). Specific terms and conditions of all Long Term purchase power contracts entered into by Western on behalf of CRA shall include the contract number, term, quantity, price, and delivery point(s).

3.3 **Special Project/Other Costs:** CRA will give advanced written request for special projects to be completed by Western. CRA will preauthorize the costs determined by Western for the special project.

3.4 **Start up Costs:** This includes, but is not limited to, preparation of this Agreement, programming of the energy management system, programming of the scheduling database, and SCADA programming. Estimated start up cost is five thousand Dollars (\$5,000).

Exhibit C.CRA
Agreement No. 04-DSR-11463
BIA No. AGH00050007
COLORADO RIVER AGENCY

3.5 **Total Monthly Costs:** The total cost per month will be the addition of Section 3.1 costs and Section 3.2 costs.

4. This Exhibit C.CRA to Agreement No. 04-DSR-11463 may be modified in accordance with Section 20 of the Agreement.

Exhibit C Attachment A
Agreement No. 04-DSR-11463
BIA No. AGH00050007
COLORADO RIVER AGENCY

Operating, Accounting, Load and Resource Analysis and Scheduling Costs

1 Daily Load and Resource Analysis, Scheduling and Accounting	\$50,967.66
2 Supervisory & Clerical	\$2,596.23
3 Supplies	\$150.00
4 Finance	\$883.74
5 Contracting	\$1,361.49
6 Power Billing /Metering	\$6,938.10
7 IT Sched/Prog/Report Maintenance	\$8,073.00

Estimated Annual Cost	\$70,970.22
-----------------------	--------------------

Estimated Monthly Cost	\$5,914.18
------------------------	-------------------

8 Pass Through Costs		
Purchase Power (Annual Estimate)		\$100,000.00
Purchase & Sale Transaction Fees (\$50.00 per transaction)	As Used	
Wheeling	As Used	
Control Area Services	As Used	
Onetime Start-Up Cost		\$5,000.00
Total Estimated Annual Cost		\$175,970.22

CALCULATIONS

- 1 43.75% of 1 FTE @ 1,750 hours /year @ \$66.57/hr
- 2 1 spvsr @ 1 hr per pay period and 1 clerical at .5 hrs per pay period = 1.5 hrs * 26 pay periods * \$66.57/hr
- 3 Supplies required - ei, binders, tabs, mailers
- 4 1 employee @ .5 hours per pay period * 26 pay periods * \$67.98/hr
- 5 1 employee @ .75 hour per pay period * 26 pay periods * \$69.82/hr
- 6 Metering - 2 hours per pay period * 26 pay periods * \$102.74/hr
- | Billing - 1 hr per pay period * 26 pay periods * \$61.37/hr
- 7 IT Maintenance 4.5 hrs per pay period * 26 pay periods * \$69/hr

Note: Values for hourly labor are based on the functional area averages.

24



Department of Energy
Western Area Power Administration
Phoenix Area Office
P.O. Box 6457
Phoenix, AZ 85005-6457

AUTHENTICATED COPY

DEC 16 1991

Interim Scheduling Entity
Services Agreement
No. 92-PAO-10499
BIA Interagency Agreement
No. 1450AG3H002153

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Mr. Carl Hotubbee
Phoenix Area Contracting Officer
U.S. Department of Interior
Bureau of Indian Affairs
Phoenix Area Office
P.O. Box 10
Phoenix, AZ 85001

Dear Mr. Hotubbee:

The Bureau of Indian Affairs (BIA) has requested, on behalf of the Colorado River Indian Tribe (CRIT), that Western Area Power Administration (Western) provide scheduling entity services for the electrical load served from the Federal transmission system at the Headgate Rock 69-kV Substation.

In order to implement BIA's request, BIA's electrical load regulating services were transferred from the Arizona Public Service Company's (APS) control area to the Western Area Lower Colorado (WALC) control area as of September 1, 1992.

It is the intent of the Parties to execute a formal Scheduling Entity Services Agreement to provide for long-term reimbursement to Western for ongoing scheduling entity services, prior to the termination of this Agreement.

Therefore, in accordance with and subject to the provisions of this Agreement between Western, and BIA, acting on behalf of the CRIT, it is agreed that Western shall proceed with the arrangements required to provide scheduling entity services for the BIA.

1. Western, at the sole expense of BIA, shall:

- 1.1** Provide scheduling entity services beginning September 1, 1992, to provide regulation to meet BIA's dynamic load as metered at 69-kV, through KWh Meter No. HDR 864 at the Headgate Rock Substation. Western is contractually authorized by Contract No. 92-PAO-10480 and No. 92-PAO-10481, between Western and BIA, to purchase and wheel energy and associated capacity as required to meet the metered and accumulated BIA load in excess of BIA's Federal energy entitlements.

Interim Scheduling Entity
Services Agreement
No. 92-PAO-10499
BIA Interagency Agreement
No. 1450AG3H002153

2

- 1.2 Monitor the deviation between the monthly metered BIA load and Federal entitlements as a basis for purchasing energy on behalf of BIA. Provide a monthly summary of resources (firm energy plus purchases) versus BIA load, which will be the basis for a documented Energy Deviation Account. Management of the monthly accumulative Energy Deviation Account shall remain with Western as the scheduling entity.
 - 1.3 Bill BIA for scheduling entity services when such charges are uniformly established and documented by Western.
2. Metered BIA Load:
 - 2.1 The Headgate Rock 69-kV KWh Meter No. HDR 864 shall be the primary delivery point for delivery of Federal energy entitlements, and energy purchases for BIA by Western. The actual BIA load will be determined by a monthly accounting process which factors in APS loads served from the BIA transmission system, and occurrences of emergency metered electrical service between BIA and the APS transmission system at Black Peak Substation.
 - 2.2 Headgate Rock Hydro Generation energy will initially be reflected in the net metered BIA load. The desired disposition of such surplus energy shall be established by the Parties when hydro generation plus Federal energy entitlements are projected to exceed the BIA load.
3. Transmission Service: Energy purchased by Western for BIA and the Colorado River Storage Project (CRSP) Firm energy entitlement will be received by Western at the WALC control area boundaries. Such energy will be wheeled by Western to the Headgate Rock 69-kV Substation point of delivery. Metered energy deliveries in excess of the BIA Firm Parker-Davis entitlement, plus the BIA Firm transmission service Contract Rate of Delivery (CROD), will be subject to the terms of the firm transmission service Contract No. 92-PAO-10481 between BIA and Western.
4. Transmission Losses Accounting: Established Western transmission system loss factors will be used based on energy deliveries in excess of the BIA Firm Parker-Davis energy entitlement. The energy component of incurred monthly transmission service losses, along with appropriate Headgate Rock transformation losses, will be factored into the monthly Energy Deviation Account reporting process.
5. Compensation: BIA shall pay Western for the total cost associated with any deviation accounting process incurred by Western, including administrative and general expenses, connected with the services to provide scheduling entity services for the electrical load served at the Headgate Rock Substation.

Interim Scheduling Entity
Services Agreement
No. 92-PAO-10499
BIA Interagency Agreement
No. 1450AG3H002153

3

6. Billing: Western shall bill BIA monthly, through the On-line Payment and Collection System (OPAC). The bill will be charged to Agency Location Code (ALC) Number 14-20-0699 and shall cite both the BIA's contract number and the ALC. Western will provide BIA a detailed cost report for scheduling services after each billing period. These funds are designated priority status funds that will be disbursed from the CRA/CRIT Customer Power Receipt Fund to be replenished on a monthly basis.
7. Liability: Both Parties are liable only for negligence on the part of each of its officers and employees in accordance with the Federal Tort Claims Act, as amended.
8. Disputes: The Parties agree that all disputes which occur under this Agreement shall be referred for resolution to the appropriate officers or representatives of the Parties or their designees.
9. Term: This Agreement shall become effective on the date the Agreement is signed by the Parties hereto, and shall terminate upon the execution of the proposed Scheduling Entity Services Agreement No. 92-PAO-10496, or September 30, 1993, whichever occurs first.

If the above provisions meet with your approval, please sign this Agreement and return a signed original to:

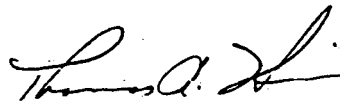
Western Area Power Administration
Phoenix Area
ATTN: G6000
P.O. Box 6457
Phoenix, AZ 85005-6457

Interim Scheduling Entity
Services Agreement
No. 92-PA0-10499
BIA Interagency Agreement
No. 1450AG3H002153

4

One signed original should be returned within sixty (60) days of the date written above. If this Agreement is not signed within sixty (60) days, Western may rescind the proposals offered under this Agreement.

Sincerely,

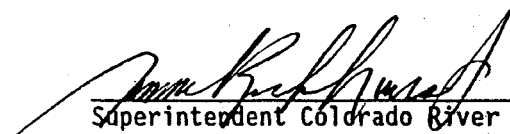


Thomas A. Hine
Area Manager


IN DUPLICATE

Accepted and agreed to this 05 day of MAR, 1992.3

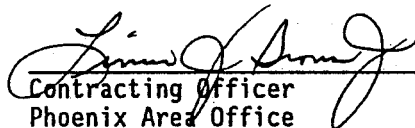
DEPARTMENT OF INTERIOR
FOR THE BUREAU OF INDIAN AFFAIRS



Superintendent Colorado River Agency 3-3-93
Date



Area Director Date
Phoenix Area Office



Contracting Officer 3-5-93
Phoenix Area Office Date

cc:
Mr. Frank Scharf
Supervisor, Electrical Engineer
U.S. Department of Interior
Bureau of Indian Affairs
Colorado River Indian Tribe
Route 1, Box 9C
Parker, AZ 85344

Mr. Bud Brown
Acting Superintendent
U.S. Department of Interior
Bureau of Indian Affairs
Phoenix Area Office
P.O. Box 10
Phoenix, AZ 85001

25

CENTRAL FILES

INTERAGENCY AGREEMENT NO. AG8H002153
BETWEEN

U.S. DEPARTMENT OF INTERIOR
BUREAU OF INDIAN AFFAIRS (BIA),
COLORADO RIVER AGENCY (CRA)

AND

WESTERN AREA POWER ADMINISTRATION (WAPA)
PHOENIX AREA OFFICE
CONTRACT NO. 92-PAO-10499

AMENDMENT NO. 1

The original agreement for WAPA to provide Scheduling Entity Services to CRA is hereby amended as follows:

1. BIA, Western Regional Office hereby assumes contract administration of this agreement. Address all correspondence to:

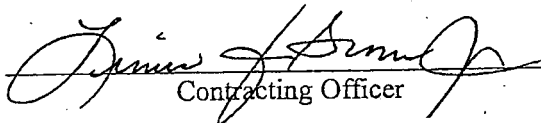
Bureau of Indian Affairs
Western Regional Office
Acquisition & Federal Assistance
Attn: Linus J. Brown, Jr.
P.O. Box 10
Phoenix, AZ 85001

2. Funding for Fiscal Year 03 (October 1, 2002 to September 30, 2003) is hereby incorporated.

Accounting Info: H51435 2003 52050 233K - \$10,000.00 (INCREASE)

3. Total agreement amount is \$10,000.00.
4. This is an administrative change and will only require the Contracting Officer's signature.

U.S. DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS, WESTERN REGIONAL OFFICE


Contracting Officer

JAN 17 2003

Date

26



Department of Energy
Western Area Power Administration
Phoenix Area Office
P.O. Box 6457
Phoenix, AZ 85005-6457

PROPERTY & SUPPLY

JUN 11 12:55 PM '93

JUN 1 1993

Supplementing Agreement No. 1
Interim Scheduling Entity
Services Agreement
No. 92-PAO-10499
BIA Interagency Agreement
No. 1450AG3H002153

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Mr. Alph Secakuku
Superintendent
Department of Interior
Bureau of Indian Affairs
Colorado River Agency
Route 1, Box 9C
Parker, AZ 85344

Dear Mr. Secakuku:

The Bureau of Indian Affairs (BIA) requested, on behalf of the Colorado River Indian Tribe (CRIT), that Western Area Power Administration (Western) provide scheduling entity services for the electrical load served from the Federal transmission system at the Headgate Rock 69-kV Substation.

Interim Scheduling Entity Services Agreement No. 92-PAO-10499 (Agreement) between BIA and Western was executed by the Parties on March 5, 1993. The Parties now desire to extend the Agreement to March 5, 1994, in order to establish a one-year history of resource management and accounting services costs for the first year of operation of the Headgate Rock Hydro Generation Plant.

Section 1.3 of the Agreement states that Western will bill BIA for scheduling entity services when such charges are uniformly established and documented by Western. Western has now established estimated charges to cover the incremental work load associated with resource management and accounting services.

Therefore, in accordance with and subject to the provisions of this Supplementing Agreement No. 1 between the Parties, it is agreed that Western shall proceed with the arrangements required to bill BIA for scheduling entity services as set forth in Exhibit A attached hereto and made a part hereof.

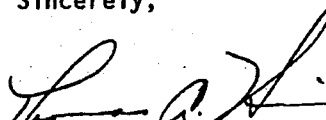
Except as expressly modified by this Supplementing Agreement No. 1, the original Agreement shall remain in full force and effect, and this Supplementing Agreement No. 1 shall be subject to all provisions of the original Agreement.

Supplementing Agreement No. 1
Interim Scheduling Entity
Services Agreement
No. 92-PAO-10499
BIA Interagency Agreement
No. 1450AG3H002153

2

Please indicate your acceptance of this Supplementing Agreement No. 1 to the Agreement by signing, and returning a fully executed original to Western.

Sincerely,



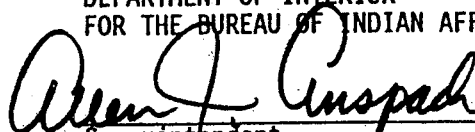
Thomas A. Hine
Area Manager

Enclosure

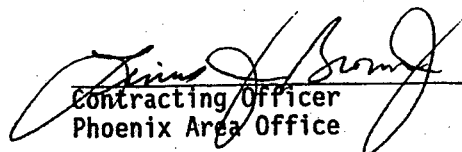
IN DUPLICATE

Accepted and agreed to this 12 day of JUL, 1993.

DEPARTMENT OF INTERIOR
FOR THE BUREAU OF INDIAN AFFAIRS


Superintendent
Colorado River Agency

6/15/93
Date


Contracting Officer
Phoenix Area Office

7/12/93
Date

cc:
Mr. Frank Scharf
Supervisor, Electrical Engineer
U.S. Department of Interior
Bureau of Indian Affairs
Colorado River Agency
Route 1, Box 9C
Parker, AZ 85344
(w/cy of encl to ea)

Mr. Eddie Quotskuyva
Contracting Officer
U.S. Department of Interior
Bureau of Indian Affairs
Phoenix Area Office
P.O. Box 10
Phoenix, AZ 85001

Supplementing Agreement No. 1
Interim Scheduling Entity
Services Agreement
No. 92-PAO-10499
BIA Interagency Agreement
No. 1450AG3H002153

EXHIBIT A

COST ALLOCATION FOR INTERIM SCHEDULING ENTITY SERVICE AGREEMENT,
NO. 92-PAO-10499, BIA INTERAGENCY AGREEMENT NO. 1450AG3H002153

Resource Management and Accounting Services: Costs for the Interim Scheduling
Services provided by Western.

Labor

1. Scheduling 20 hours X 2 men X \$20.00/hr = \$ 800.00 / monthly
2. Accounting 2 hours X 2 men X \$20.00/hr = \$ 80.00 / monthly
3. Dispatch 15 hours X 2 men X \$30.00/hr = \$ 900.00 / monthly
4. SCADA/LAN 3 hours X 1 man X \$30.00/hr = \$ 90.00 / monthly
5. Metering 24 hours X 1 man X \$20.00/hr = \$ 480.00 / monthly
6. COMM./RTU 24 hours X 1 man X \$20.00/hr = \$ 480.00 / monthly

LABOR TOTAL \$2,830.00 / monthly

7. ADMINISTRATION COST 20% of Labor = \$ 566.00

TOTAL MONTHLY COST \$3,396.00

Billing shall be pursuant to the On-Line Payment and Collection (OPAC) system,
(ISESM Agreement). BIA Contracting Office is to receive monthly copy of OPAC
dollar transfers.

27



Department of Energy

Western Area Power Administration
Phoenix Area Office
P.O. Box 6457
Phoenix, AZ 85005-6457

MAR 21 1994

Supplementing Agreement No. 2
Interim Scheduling Entity
Services Agreement
No. 92-PAO-10499
BIA Interagency Agreement
No. 1450AG3H002153

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Mr. Allen J. Anspach
Superintendent
Department of Interior
Bureau of Indian Affairs
Colorado River Agency
Route 1, Box 9C
Parker, AZ 85344

Dear Mr. Anspach:

The Bureau of Indian Affairs (BIA) requested, on behalf of the Colorado River Indian Tribe (CRIT), that Western Area Power Administration (Western) provide scheduling entity services for the electrical load served from the Federal transmission system at the Headgate Rock 69-kV Substation.

Interim Scheduling Entity Services Agreement No. 92-PAO-10499 (Agreement) between BIA and Western was executed by the Parties on March 5, 1993. Supplementing Agreement No. 1 extended the Agreement to March 5, 1994. The Parties now desire to extend the Agreement to March 5, 1995, to further establish a history of resource management services costs.

Section 1.3 of the Agreement states that Western will bill BIA for scheduling entity services when such charges are uniformly established and documented by Western. Western is in the process of establishing estimated charges to cover the incremental work load associated with resource management and accounting services.

Section 5 of the Agreement (Compensation) covers costs associated with the deviation accounting process. BIA availability of funds set aside and obligated to complete the scope of work associated with the Agreement is seventy-one thousand dollars (\$71,000).

Therefore, in accordance with and subject to the provisions of this Supplementing Agreement No. 2 between the Parties, it is agreed that Western shall proceed with the arrangements required to bill BIA for scheduling entity services as set forth in Exhibit A attached hereto and made a part hereof.

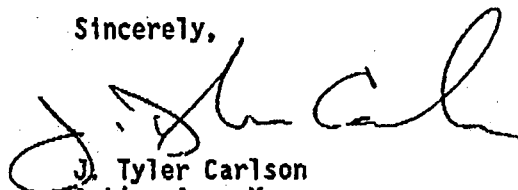
Except as expressly modified by this Supplementing Agreement No. 2, the original Agreement shall remain in full force and effect, and this Supplementing Agreement No. 2 shall be subject to all provisions of the original Agreement.

Supplementing Agreement No. 2
Interim Scheduling Entity
Services Agreement
No. 92-PAO-10499
BIA Interagency Agreement
No. 1450AG3H002153

2

Please indicate your acceptance of this Supplementing Agreement No. 2 to the Agreement by signing, and returning a fully executed original to Western.

Sincerely,

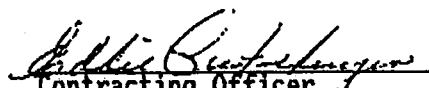


J. Tyler Carlson
Acting Area Manager

IN DUPLICATE

Accepted and agreed to this 16 day of May, 1994.

DEPARTMENT OF INTERIOR
FOR THE BUREAU OF INDIAN AFFAIRS



Contracting Officer
Phoenix Area Office

5-16-94
Date

cc:

Mr. Neil Messer
Acting, Supervisor,
Electrical Engineer
U.S. Department of Interior
Bureau of Indian Affairs
Colorado River Agency
Route 1, Box 9C
Parker, AZ 85344

Mr. Eddie Quotskuyva
Contracting Officer
U.S. Department of Interior
Bureau of Indian Affairs
Phoenix Area Office
P.O. Box 10
Phoenix, AZ 85001

Mr. Joseph C. Frye
Supervisory General Engineer
U.S. Department of the Interior
Bureau of Indian Affairs
Colorado River Agency
Route 1, Box 9-C
Parker, AZ 85344

28



Department of Energy
Western Area Power Administration
Phoenix Area Office
P.O. Box 6457
Phoenix, AZ 85005

195 27

Supplementing Agreement No. 3
Interim Scheduling Entity
Services Agreement
No. 92-PAO-10499
BIA Interagency Agreement
No. 1450AG3H002153

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Mr. Allen J. Anspach
Superintendent
Department of Interior
Bureau of Indian Affairs
Colorado River Agency
Route 1, Box 9C
Parker, AZ 85344

RECEIVED
BIA-PAO
CONTRACT & GRANTS
JUN 21 8 04 AM '95

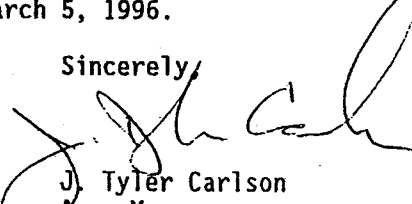
Dear Mr. Anspach:

The Bureau of Indian Affairs (BIA) requested that Western Area Power Administration (Western) provide scheduling entity services to BIA under Letter Agreement No. 92-PAO-10499 (Agreement) and Supplementing Agreements Nos. 1 and 2 to the Agreement, for the electrical load served from the Federal transmission system at the Headgate Rock 69-kV Substation.

The Parties now desire to extend the term of the Agreement through March 5, 1996.

Please sign and date both originals of this Supplementing Agreement No. 3 and return one signed original to Western concurring in the extension of the term of Letter Agreement No. 92-PAO-10499 through March 5, 1996.

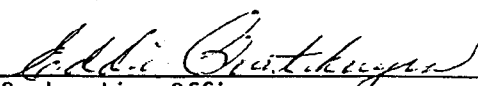
Sincerely,


J. Tyler Carlson
Area Manager

IN DUPLICATE

Accepted and agreed to this 29 day of JUNE, 1995.

DEPARTMENT OF INTERIOR
FOR THE BUREAU OF INDIAN AFFAIRS


Contracting Officer
Phoenix Area Office

6-29-95
Date

cc's on following page

Supplementing Agreement No. 3
Interim Scheduling Entity
Services Agreement
No. 92-PAO-10499
BIA Interagency Agreement
No. 1450AG3H002153

2

cc:

Mr. Neil Messer
Acting, Supervisor,
Electrical Engineer
U.S. Department of Interior
Bureau of Indian Affairs
Colorado River Agency
Route 1, Box 9C
Parker, AZ 85344

Mr. Eddie Quotskuyva
Contracting Officer
U.S. Department of Interior
Bureau of Indian Affairs
Phoenix Area Office
P.O. Box 10
Phoenix, AZ 85001

Mr. Joseph C. Frye
Supervisory General Engineer
U.S. Department of the Interior
Bureau of Indian Affairs
Colorado River Agency
Route 1, Box 9-C
Parker, AZ 85344

29



Department of Energy
Western Area Power Administration
Phoenix Area Office
P.O. Box 6457
Phoenix, AZ 85005-6457

AP
435

FEB 23

Supplementing Agreement No. 4
Interim Scheduling Entity
Services Agreement
No. 92-PAO-10499
BIA Interagency Agreement
No. 1450AG3H002153

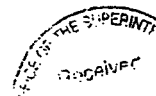
CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Mr. Neil Messer
Supervisory Electrical Engineer
Colorado River Agency
Route 1, Box 9C
Parker, AZ 85344

Dear Mr. Messer:

The Bureau of Indian Affairs (BIA) requested that Western Area Power Administration (Western) provide scheduling entity services to BIA under Letter Agreement No. 92-PAO-10499 (Agreement) and Supplementing Agreements Nos. 1, 2, and 3 to the Agreement, for the electrical load served from the Federal transmission system at the Headgate Rock 69-kV Substation.

The Parties now desire to extend the term of the Agreement through March 5, 1997.



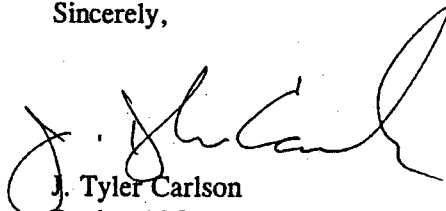
2/26/86

Supplementing Agreement No. 4
Interim Scheduling Entity
Services Agreement
No. 92-PAO-10499
BIA Interagency Agreement
No. 1450AG3H002153

2

Please sign and date both originals of this Supplementing Agreement No. 4 and return one signed original to Western concurring in the extension of the term of Letter Agreement No. 92-PAO-10499 through March 5, 1997.

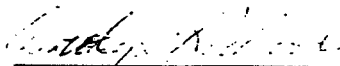
Sincerely,


J. Tyler Carlson
Regional Manager

IN DUPLICATE

Accepted and agreed to this _____ day of _____, 1996.

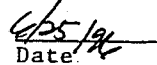
DEPARTMENT OF INTERIOR
FOR THE BUREAU OF INDIAN AFFAIRS



Contracting Officer

Date


Phoenix Area Director


Date

INTERAGENCY AGREEMENT NO. 1450AG3H002153
BETWEEN THE
UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS - ALC 14-20-0699
PHOENIX AREA OFFICE
AND
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION (WAPA)
NO. 92-PAO-10499

MODIFICATION NO. 4

The original, supplemental Nos. 1, 2, and 3 agreements for the electrical load served from the Federal transmission system at the Headgate Rock 69-kV Substation, is hereby modified as follows:

6. Billing; page 3, is revised to add as follows:

The attached Accounting and Appropriation Data reflects an obligation of fiscal year 1996 funds of \$200,000.00, for purpose of this Agreement.

9. Term; page 3, is revised to add as follows:

The term of this Agreement is extended from March 5, 1996 through March 5, 1997.

Names and Signatures; In witness whereof, the parties named below have executed the modification to this agreement for the above named agencies.

1. BUREAU OF INDIAN AFFAIRS, PHOENIX AREA OFFICE.

Signed: [Signature]
Phoenix Area Contracting Officer

Date: 4-22-96

Signed: [Signature]
Acting Phoenix Area Director

Date: 4/22/96

2. WESTERN AREA POWER ADMINISTRATION.

Signed: [Signature]
Regional Manager

Date: 6/20/96

ATTACHMENT TO SF-30
MODIFICATION OF CONTRACT

Contract No.: 1450AG3H002153

Page 2 of 2

Modification No.: 4

Effective Date:

Block 12. Accounting and Appropriation Data

Accounting Data	Previous Amount	Amount of Modification		Modified Amount
		Increase	Decrease	
H51435 96 52050 253G	\$200,000.00	\$0.00	\$0.00	\$200,000.00
Subtotals	\$200,000.00	\$0.00	\$0.00	\$200,000.00
Totals	\$200,000.00	\$0.00	\$0.00	\$200,000.00

30

AUTHENTICATED COPY

AUTHENTICATED COPY

INTERAGENCY AGREEMENT NO. 130AG3H002153
WESTERN LETTER AGREEMENT NO. 92-PAO-10499
BETWEEN THE
UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS (BIA) - ALC 14-20-0699
PHOENIX AREA OFFICE
AND
UNITED STATES DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION (WESTERN)
DESERT SOUTHWEST REGION

MODIFICATION NO. 5
WESTERN SUPPLEMENT NO. 5

BIA and Western agree to modify this agreement which provides for scheduling entity services for the electrical load served from the Federal transmission system at the Headgate Rock 69-kV Substation as follows:

9. Term; page 3, is hereby deleted in its entirety and the following substituted thereof:

This Agreement shall become effective on the date the Agreement is signed by the Parties hereto, and shall remain in effect until midnight, March 5, 1997, and shall continue for successive periods of one (1) year each beyond the effective date, unless terminated by either Party upon one (1) year prior written notice; Provided, however, that no such termination notice shall be effective until the completion of an ongoing transaction agreed upon by the Parties.

IN WITNESS WHEREOF, the parties named below have executed this modification No. 5 (Western Supplement No. 5) to this agreement to be executed on behalf of and to bind the above named agencies.

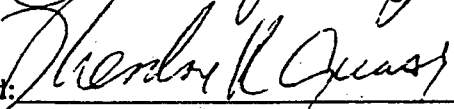
1. BUREAU OF INDIAN AFFAIRS, PHOENIX AREA OFFICE.

Signed:


Phoenix Area Contracting Officer

Date: DEC 2 1996

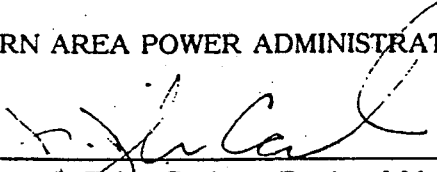
Signed:


Acting Phoenix Area Director

Date: 12/3/96

2. WESTERN AREA POWER ADMINISTRATION, DESERT SOUTHWEST REGION.

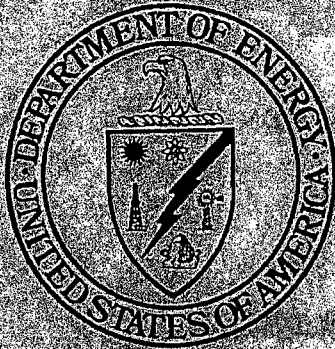
Signed:


Tyler Carlson, Regional Manager

Date: 12/4/96

31

AUTHENTICATED COPY



United States
Department of Energy

**WESTERN AREA
POWER ADMINISTRATION**

Desert Southwest
Regional Office

AGREEMENT

INTERAGENCY AGREEMENT NO. 07-DSR-11772

BETWEEN

**UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
Desert Southwest Region
Parker-Davis Project**

AND

BIA INTERAGENCY AGREEMENT NO. AGH00070012

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
COLORADO RIVER AGENCY**

FOR

**OPERATION, MAINTENANCE AND REPLACEMENT
OF HEADGATE ROCK SUBSTATION**

INTERAGENCY AGREEMENT NO. 07-DSR-11772

BETWEEN

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
Desert Southwest Region
Parker-Davis Project

AND

BIA INTERAGENCY AGREEMENT NO. AGH00070012

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
COLORADO RIVER AGENCY

FOR

OPERATION, MAINTENANCE AND REPLACEMENT
OF HEADGATE ROCK SUBSTATION

Table of Contents

<u>Section</u>	<u>Title</u>	<u>Page No.</u>
1	Preamble	1
2	Explanatory Recitals	2
3	Agreement	2
4	Term of Agreement	2
5	Indian Preference	3
6	Right of Entry	3
7	Outages	3
8	Ownership	3
9	Operation of Facilities	3
10	Maintenance and Replacement of Facilities	5
11	Metering	7
12	Use of Common Facilities	7
13	Control and Possession of Systems	8
14	Special Provisions	8
15	Security Requirements	8
16	Amendments and Modifications	11
17	Exhibits	11
18	General Power Contract Provisions	11
19	Authority to Execute	11
	Signature Clause	12
	Exhibit(s)	
	Attachments	
	General Power Contract Provisions	

INTERAGENCY AGREEMENT NO. 07-DSR-11772

BETWEEN

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
Desert Southwest Region
Parker-Davis Project

AND

BIA INTERAGENCY AGREEMENT NO. AGH00070012

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
COLORADO RIVER AGENCY

FOR

OPERATION, MAINTENANCE AND REPLACEMENT
OF HEADGATE ROCK SUBSTATION

1. **PREAMBLE:** This Interagency Agreement (Agreement) is made this 21 day of September, 2007, pursuant to the Acts of Congress approved June 17, 1902 (32 Stat. 388); August 4, 1939 (53 Stat. 1187); May 28, 1954 (68 Stat. 143); August 4, 1977 (91 Stat. 565); and Acts amendatory or supplementary to the foregoing Acts, between the UNITED STATES OF AMERICA, Department of Energy, acting by and through the Administrator, Western Area Power Administration, hereinafter called Western, represented by the officer executing this Agreement or a duly appointed successor, hereinafter called the Contracting Officer; and the UNITED STATES OF AMERICA, DEPARTMENT OF INTERIOR, BUREAU OF INDIAN AFFAIRS, acting on behalf of the COLORADO RIVER AGENCY, hereinafter called BIA, its successors and assigns; each sometimes hereinafter individually called Party and both sometimes hereinafter collectively called Parties.

2. **EXPLANATORY RECITALS:**

2.1 Western operates and maintains an integrated electrical transmission system known as the Parker-Davis System.

2.2 The BIA owns and operates an electrical system that is interconnected with Western's Parker-Davis System.

2.3 The Parties have entered into Interagency Agreement No. DE-ME65-86WP39545, BIA Interagency Agreement No. AG6H006007, dated September 22, 1987, which provides for operation, maintenance, replacement and ownership responsibilities of facilities at the Headgate Rock Substation.

2.4 The Parties desire to consolidate current arrangements for ownership, operation, maintenance, replacement of facilities, common use of facilities, financial responsibility and sharing of responsibilities for specific facilities as set forth in the attached exhibit(s).

2.5 The Parties desire to provide herein for ownership, operation, maintenance and replacement of their associated facilities and for additional facilities as may be required from time to time.

3. **AGREEMENT:** The Parties agree to the terms and conditions set forth herein.

4. **TERM OF AGREEMENT:**

4.1 This Agreement shall become effective on October 1, 2007 and shall remain in effect until midnight, December 31, 2027, unless terminated earlier pursuant to subsection 4.2. All obligations pursuant to this Agreement incurred prior to its termination shall be preserved until satisfied.

- 4.2 Either Party may terminate this Agreement upon one (1) year advance written notice to the other Party. Such notice shall include the date upon which BIA's facilities are to be disconnected and removed from the Transmission System.
5. **INDIAN PREFERENCE:** The Department of Interior Acquisition Regulation No. 1452.226-70 and 1452.226-71 are attached hereto as Attachment No. 3, and made a part hereof; Except, that materials and work furnished by Western employees or Western contractors utilizing existing employees are excluded from the requirements set forth therein.
6. **RIGHT OF ENTRY:** BIA, under the terms and conditions specified herein, hereby grants to Western, its employees, agents, and subcontractor(s), a Right to enter BIA's easements and rights-of-way to accomplish the work provided for in this Agreement.
7. **OUTAGES:** The BIA shall hold Western and its customers harmless and shall indemnify Western and its customers from any direct or indirect costs, associated with the curtailment of transmission and/or generation due to an outage resulting from work being performed for the BIA's benefit, except if such outage is caused by the gross negligence or willful misconduct of Western. An outage affecting Western or its customers may be planned or unplanned.
8. **OWNERSHIP:** Ownership of the facilities and/or equipment to be operated, maintained, and replaced pursuant to this Agreement shall be as listed in the exhibits, attached hereto and made a part of this Agreement, the same as if expressly set forth herein.
9. **OPERATION OF FACILITIES:**
- 9.1 The Parties agree on the established operating procedures to govern the control and operation of facilities referenced in this Agreement.

9.2 Inasmuch as the responsibilities for operations of facilities may be different for each facility and may change during the term of this Agreement, they will be listed, as applicable, in exhibits which will be attached and made a part hereof.

9.3 The Parties agree that, as a general philosophy, those facilities that become an integral part of either Party's transmission system shall be operated by the Party owning the transmission system. The Parties also agree that, in the case of construction of new facilities or the modification of existing facilities, the Parties shall collaborate and mutually agree to arrangements which result in a reliable and safe operational configuration.

9.4 In recognition of the fact that the operating philosophy and guidelines of each of the Parties are compatible, the policies and procedures of the Party owning the facilities will be followed by all the Parties. BIA recognizes the dispatch authority of Western as the Balancing Authority and Transmission Operator and agrees to operate facilities in accordance with Western's instructions when such operation is necessary for the reliable and secure operation of the interconnected system.

9.5 If during operations, maintenance, or replacements of transmission facilities an emergency occurs which requires the operation of the other Party's facilities, and a representative of the Party cannot be made readily available for such operation, or is unable to perform such operation, the Party performing the operations, maintenance, or replacement may, upon notification to such other Party, operate the facilities as instructed.

If upon operation or attempted operation of the transmission facilities by the Party performing emergency operations, maintenance, or replacements, an operation mechanism fails or malfunctions and the Party financially responsible for the mechanism

fails to repair it within a reasonable time, the Party performing emergency operations, maintenance, or replacements, in order to maintain the integrity of its system, shall have the right to make the necessary repairs or replacements at the reasonable expense of the Party financially responsible for the failed mechanism.

9.6 BIA shall make an obligation of funds annually on or before September 30 based on estimated costs for the operation of the facilities listed in an appropriate exhibit.

10. **MAINTENANCE AND REPLACEMENT OF FACILITIES:** The responsibilities for maintenance and replacement may be different for each facility and may change during the term of this Agreement; as such they will be listed in the exhibits. Routine, major, and emergency maintenance, including replacements as necessary, will be performed in accordance with the attached exhibits. BIA shall pay for the cost of such services in accordance with this Agreement and neither Party shall be responsible under this Agreement for any costs incurred by the other Party for maintenance and/or replacement(s) of its own facilities.

10.1 **Routine Maintenance:** Routine maintenance, which may include replacements, is hereby defined as that work typically performed on a Party's facilities and/or equipment and provided for in an annual work plan (Routine Maintenance).

10.2 **Payment for Routine Maintenance:** Upon execution of this Agreement, and each fiscal year thereafter, the charge for such estimated fiscal year cost for Routine Maintenance, BIA shall make an obligation of funds annually on or before September 30 based on estimated costs for the operation of the facilities listed in an appropriate exhibit. Routine Maintenance costs are defined as those charges provided for in this subsection and detailed in exhibits to this Agreement. Routine Maintenance costs shall include, but not be limited to, labor and employee-related expenses; the costs for miscellaneous small

parts and materials; costs for use of maintenance and test equipment normally available to Western, costs for as-built drawings, for aerial surveillance, for contract administration; all associated allocable costs; and any required reporting and/or meetings to discuss maintenance costs, plans, or Agreement modifications.

10.3 Upon request from BIA, Western will make available its fiscal year expense reports and estimated work plans.

10.4 Major Maintenance: Major Maintenance is hereby defined as the periodic preventive and corrective work and/or replacements (relating to capitalized equipment) performed on such facilities and/or equipment beyond that described and provided in the annual work plan (Major Maintenance). Western will perform Major Maintenance in accordance with this Agreement or by a separate agreement mutually agreed to by the Parties in advance of work. BIA will be provided with an opportunity to review the estimated cost relative to Major Maintenance. No such major expenditure for Major Maintenance shall be made without advance written notification to BIA.

10.5 Payment for Major Maintenance: For such Major Maintenance, improvements, repairs, replacements, or modifications, Western will advise BIA of the estimated cost, including all allocable costs; and BIA shall make an obligation for funds for the full amount upon receipt of such estimate. Such estimated costs shall be provided to BIA ninety (90) days prior to any purchases or work to be performed by Western. Costs of Major Maintenance, improvements, repairs, replacements, or modifications are defined as costs of installation, labor, component parts, and allocable expenses in excess of the fiscal year costs for Routine Maintenance specified in the attached exhibits.

10.6 Funding Requirement for Non-Emergency Maintenance: Western shall not be obligated to perform any work pursuant to this Agreement without advance

obligation of funds by BIA. In the event the funds obligated by BIA are insufficient, BIA shall, within twenty (20) days after receipt of written notice from Western, obligate such additional funds as requested. Western shall not be required to perform any work pursuant to this Agreement unless Western has received the additional obligation of funds.

10.7 Emergency Maintenance: Emergency Maintenance is hereby defined as work performed to correct an abnormal system condition which requires immediate manual or automatic action to prevent loss of firm load, loss or endangerment of human life, equipment damage, public safety, or to prevent tripping of the system elements that could adversely affect the reliability of the electric system (Emergency Maintenance).

10.8 In the case of any emergency, Western reserves the right to perform any maintenance, replacement, or modifications on BIA's facilities, as identified in attached exhibits, as necessary to ensure continued reliable operation of Western's Transmission System, without advance notice to BIA, when Western determines that an Emergency condition exists.

10.9 Payment for Emergency Maintenance: Western shall bill BIA on the IPAC system for such Emergency Maintenance and BIA shall pay such reimbursement request.

11. METERING: Metering facilities will be owned, operated, maintained and replaced pursuant to the General Power Contracts Provisions, attached hereto.
12. USE OF COMMON FACILITIES: BIA shall pay a charge to Western, if applicable, for its interconnection and share of costs associated with common use facilities which exceed any Federal allocation, as provided in a separate exhibit(s), attached hereto. The charge shall be cost based, and shall be reviewed at appropriate intervals of time as

determined by Western, or upon written request by BIA, but not more often than once per fiscal year. The methodology developed to calculate BIA's share of costs for common use facilities shall be determined by Western. Any methodology or charge revised by Western shall be set forth and forwarded to BIA in a revised exhibit(s) and shall become applicable to this Agreement as of the effective date of the revised exhibit(s).

13. **CONTROL AND POSSESSION OF SYSTEMS:** Except as noted in the exhibits herein, each Party shall remain in exclusive control and possession of its system, and this Agreement shall not be construed to grant either Party any rights or ownership, control, or possession of the other Party's system.
14. **SPECIAL PROVISIONS:** As part of the negotiation process for the construction, operation, maintenance and replacement of facilities, the Parties may agree upon additional special provisions associated with such facilities. Such special provisions may include future upgrades, enlargements, betterments, or additional facility construction, exchange of equipment, use of rights-of-way or facilities of either Party, and similar special terms and conditions. All special provisions shall be included in an appropriate exhibit which details the responsibility of the Parties for ownership, operation, maintenance, and replacement of facilities associated with the special revisions. Notwithstanding the foregoing, nothing in this Section shall require the Parties to enter into any additional negotiations or agreements.
15. **SECURITY REGULATIONS:**

15.1 If the BIA or BIA's representative needs to access a Western owned or controlled facility the following procedure shall be followed:

15.1.1 There must be an expressed need to enter the facility.

15.1.2 Where access is controlled through the use of a Western issued access control device (i.e. substation key, card key, combination, or any other controlled token necessary to gain access), it shall be requested by the BIA or the BIA's representative from Western's Safety and Security Office.

15.1.3 If an access control device is provided to the BIA or BIA's representative, the BIA will be responsible to assure only authorized personnel are issued access control devices to the authorized Western facilities.

15.1.4 If a single access control device is used to allow access to a Western facility for one or more of a group of individuals employed by the BIA or BIA's representative, a record must be kept by the BIA or BIA's representative to track use of the access control device. When the access control device is not in use it shall be kept in a secure location by the BIA or BIA's representative.

15.2 BIA or BIA's representative when granted a Western issued access control device has the following responsibilities:

15.2.1 If an access control device is lost or compromised it must be reported immediately to the Safety and Security Office. The Safety and Security Office can be contacted by calling Western's reception desk at (602) 605-2525, request to speak to the Safety and Security Office, or fax the information to (602) 605-2589.

15.2.2 If an individual resigns or is no longer employed by the BIA or BIA's representative the access control device is non-transferable and shall be returned to Western's Safety and Security Office immediately.

15.2.3 If the individual leaves the BIA or BIA's representative employment and does not return the issued access control device, the BIA or BIA's

representative must immediately notify Western's Safety and Security Office by phone, as described in subsection 15.2.1.

15.3 All non-U.S. Citizen Foreign National BIA or BIA's employees, sub-BIA employees, consultant or visiting representative participating in work which involves access to Western facilities, or Western information that is not releasable to the public, shall comply with all requirements of the Western Unclassified Foreign Visits and Assignments Program (WAPA O 470.1, Chapter 13, as amended), in Attachment No. 1, attached hereto.

15.3.1 The BIA shall provide an accurate and complete Foreign National Data Card, WAPA Form 3000-72, Attachment No. 2, attached hereto, for each of their Foreign National employees that may visit or work at any Western facility. The form must be submitted 30 days prior to the visit or assignment, unless the Foreign National is from a *sensitive* country (See WAPA O 470.1, Chapter 13, as amended, for a web site listing of sensitive countries), and then the form must be submitted at least 45 days in advance of the visit or assignment to the Western Security Manager. Submit WAPA Form 3000-72, to:

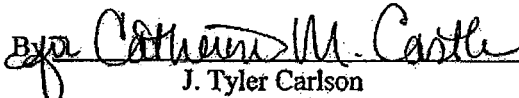
Safety and Security Office
Desert Southwest Region
Western Area Power Administration
615 S. 43rd Avenue
Phoenix, AZ 85009

15.4 If you have a question regarding these requirements, please call Western's reception desk at (602) 605-2525 and request to speak to the Safety and Security Office, or fax your question to (602) 605-2589.

16. **AMENDMENTS AND MODIFICATIONS:** This Agreement may not be amended or modified by either Party except by subsequent mutual written Agreement amendment or modification duly executed by the Parties.
17. **EXHIBITS:** Inasmuch as certain provisions of this Agreement may change during the term of this Agreement, they will be set forth in exhibits as formulated and modified from time to time and as agreed upon by the Parties in writing. The initial exhibits are attached hereto, and each is incorporated into this Agreement in accordance with its respective provisions until superseded by a subsequent exhibit. Changes, additions or modifications to the facilities shall be reflected in new or revised exhibits.
18. **GENERAL POWER CONTRACT PROVISIONS:** The General Power Contract Provisions (GPCP), dated June 15, 2005, attached hereto, are hereby made a part of this Agreement the same as if they had been expressly set forth herein; provided, that if the provisions in the GPCP are in conflict with this Agreement, the terms of this Agreement shall control.
19. **AUTHORITY TO EXECUTE:** Each individual signing this Agreement certifies that the Party represented has duly authorized such individual to execute this Agreement that binds and obligates the Party.

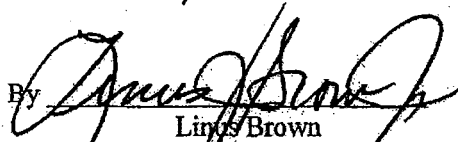
The Parties have caused this Agreement No. 06-DSR-11772 to be executed the
date first written above.

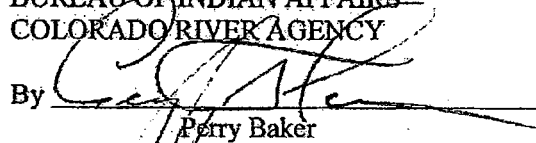
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

By 
J. Tyler Carlson
Title Regional Manager

Address Desert Southwest Region
P.O. Box 6457
Phoenix, Arizona 85005-6457

DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
COLORADO RIVER AGENCY

By 
Linda Brown
Title Regional Contracting Officer

By 
Perry Baker
Title Superintendent

Address Bureau of Indian Affairs
Colorado River agency
Route 1, Box 9-C
Parker, AZ 85344

WAPA O 470.1E
10-17-05

CHAPTER 13
FOREIGN VISITS AND ASSIGNMENTS

32

1. POLICY. All Foreign Visits and Assignments must be entered into the Foreign Access Central Tracking System (FACTS). This Policy includes all contractors working for Western who are not U.S. citizens.
2. REFERENCES.
 - a. DOE O 142.3, Unclassified Foreign Visits and Assignments.
3. PROCEDURES. FACTS is the official DOE system for monitoring, tracking, and approving all Foreign Visits and Assignments to DOE facilities. Western has access to FACTS through the Corporate Service Office, Safety and Security Office.
 - a. Foreign visits (30 days or less) and assignments (more than 30 days) will be managed consistent with DOE requirements.
 - b. The sponsoring host must complete WAPA Form 3000.72, Foreign National Data Card, and submit it to the Regional Manager or Administrator for signature and then forward to the CSO Security Office, A7700, 30 days prior to the visit or assignment.
 - c. The following information on each foreign visitor and assignee shall be reported:
 - (1) Personal information including date of birth, place of birth, place of employment, and permanent address.
 - (2) Passport, Visa, and Immigration and Naturalization Service information.
 - (3) Detailed explanation of the purpose for the visit or assignment.
 - (4) Actual dates, subjects, and areas to be visited.
 - (5) Name and phone number of the host who will be escorting the visitor or assignee.
 - (6) Any other pertinent information the host feels reportable.
 - d. If the foreign visitor or assignee is from a **sensitive** country, the information must be forwarded to the CSO Security Officer, and then on to the DOE Counterintelligence Office a minimum of 45 days in advance of the visit or assignment for a background check to be completed. DOE Headquarters will have final determination on approving or denying the visit or assignment.

A list of current sensitive countries is located at the following web site
<http://www.cso.wapa.gov/cpo/3700/security/sensitivecountries.htm>.

**INSTRUCTIONS FOR PREPARING Foreign National Data Card for Unclassified Foreign Visits
and Assignments to WAPA (WAPA F 3000-72#- 6-03)**

Routing of Form:

- ☐ 1. Requestor- Meeting host initiates the form at least 30-45 days before planned visit
- ☐ 2. Regional Manager (or Acting Official) for approval signature
- ☐ 3. Original to Regional Safety and Security Office (The Safety and Security office reviews and sends to Pam Moody- CSO)
- ☐ 4. Pam Moody (CSO- A7700) (Conducts required back-ground checks and approves visit)
- ☐ 5. Approval sent to Regional Safety and Security Officer
- ☐ 6. Regional Safety and Security Officer notifies host and front desk personnel of approval/denial

To allow time for background checks, this form must be completed at least 30 days for non-sensitive countries visitors, and 45 days for visitors from sensitive countries.

**For more information and a list of sensitive countries go to:
<http://www.cso.wapa.gov/cpo/3700/SECURITY/fva.htm>**

(Failure to complete this approval process may result in denial of visit.)

Section A – PERSONAL DATA INFORMATION

- BLOCK 1. Employee name: Last name; first name, middle name
- BLOCK 2. Select Male or Female: Place a check mark in the appropriate box
- BLOCK 3. Country of Birth: Spell out. No abbreviations
- BLOCK 4. City of Birth: Spell out. No abbreviations
- BLOCK 5. Permanent Address: Self-explanatory
- BLOCK 6. Date of Birth: Month/Day/Year
- BLOCK 7. Social Security Number: Self-explanatory
- BLOCK 8. Country of Citizenship: Spell out. No abbreviations
- BLOCK 9. Passport/Visa/Immigration Number: One must be supplied
- BLOCK 10. Country of Issue of Passport/Visa/Immigration Number
- BLOCK 11. Expiration Date: of above issued document Month/Day/Year

Section B – EMPLOYMENT DATA

- BLOCK 12. International Agreement Code: If one exists the visitor will know it. Not required.
- BLOCK 13. Current Employer/Business Name: Self-explanatory
- BLOCK 14. Business Address: Self-explanatory

Section C – VISIT DATA INFORMATION

- BLOCK 15. Buildings/Sites to be Visited: Be specific (note: Must be escorted by host at all times)
- BLOCK 16. Request Date: Date host is submitting this request for approval
- BLOCK 17. Name and Signature of DOE Host: Must be a supervisor
- BLOCK 18. Purpose of Visit: State clear purpose
- BLOCK 19. Technological Area: Be very specific- DO NOT abbreviate
- BLOCK 20. Start Date of Visit: Month/Day/Year
- BLOCK 21. End Date of Visit: Month/Day/Year
- BLOCK 22. Authorized SES Manager Signature: Regional Manager or SES.
- BLOCK 23. Authorized Approval Signature Pam Moody –visit not approved without this signature

Security Attachment No. 2
 Interagency Agreement No. 07-DSR-11772
 Bureau of Indian Affairs
 Colorado River Agency
 BIA Interagency Agreement No. AGH00070012

WAPA F
 3000-72#
 (6/03)

FOREIGN NATIONAL DATA CARD
 FOR UNCLASSIFIED FOREIGN VISITS AND ASSIGNMENTS
 TO WESTERN AREA POWER ADMINISTRATION
 Please print clearly

Personal Data			SECTION A		
1. Name of Visitor:		(Last)	(First)	(Middle)	
2. Male <input type="checkbox"/>		Female <input type="checkbox"/>			
3. Country of Birth:		6. Date of Birth:		8. Citizenship:	
4. City of Birth:		7. Social Security Number:		9. Passport/Visa/Immigration Numbers:	
5. Permanent Address:				10. Country of Issue:	
				11. Expiration Date:	
Employment Data			SECTION B		
12. International Agreement Code:		13. Current Employer/Business Name:			
		14. Business Address:			
Visit Data			SECTION C		
15. Buildings/Sites to be Visited:					
16. Request Date:			17. Name and Signature of DOE Host:		
18. Purpose of Visit:					
19. Technological Area (Be very specific):					
20. Start Date of Visit:			21. End Date of Visit:		
22. Authorized SES Manager - Signature:				Date:	
23. Security Office Approval - Signature:				Date:	

Attachment No. 3
Interagency Agreement No. 07-DSR-11772
Bureau of Indian Affairs
Colorado River Agency
BIA Interagency Agreement No. AGH00070012

1452.226-70 Indian Preference

As prescribed in 1426.7003(a), insert the following clause in solicitations issued and contracts awarded (a) by the Bureau of Indian Affairs except those pursuant to Title I and to Indian Tribes and Indian Organizations under Title II of Pub. L. 93-638 (25 U.S.C. 450 et seq. and 25 U.S.C. 455 et seq., respectively); (b) a contracting activity other than the Bureau of Indian Affairs when the contract is entered into pursuant to an act specifically authorizing contracts with Indian organizations, and (c) a contracting activity other than the Bureau of Indian Affairs when the work to be performed is specifically for the benefit of Indians and is in addition to any incidental benefits which might otherwise accrue to the general public.

INDIAN PREFERENCE --
DEPARTMENT OF THE INTERIOR (APR 1984)

(a) The Contractor agrees to give preferences to Indians who can perform the work required regardless of age (subject to existing laws and regulations), sex, religion, or tribal affiliation for training and employment opportunities under this contract and, to the extent feasible consistent with the efficient performance of this contract, training and employment preferences and opportunities shall be provided to Indians regardless of age (subject to existing laws and regulations), sex, religion, or tribal affiliation who are not fully qualified to perform under this contract. The Contractor also agrees to give preference to Indian organizations and Indian-owned economic enterprises in the awarding of any subcontracts consistent with the efficient performance of this contract. The Contractor shall maintain such records as are necessary to indicate compliance with this paragraph.

(b) In connection with the Indian employment preference requirements of this clause, the Contractor shall also provide opportunities for training incident to such employment. Such training shall include on-the-job, classroom, or apprenticeship training which is designed to increase the vocational effectiveness of an Indian employee.

(c) If the Contractor is unable to fill its training and employment needs after giving full consideration to Indians as required by this clause, those needs may be satisfied by selection of persons other than Indians in accordance with the clause of this contract entitled "Equal Opportunity."

(d) If no Indian organizations or Indian-owned economic enterprises are available for awarding of subcontracts in connection with the work performed under this contract, the Contractor agrees to comply with the provisions of this contract involving utilization of small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, or labor surplus area concerns.

(e) As used in this clause:

(1) "Indian" means a person who is a member of an Indian Tribe. If the Contractor has reason to doubt that a person seeking employment preference is an Indian, the contractor

Attachment No. 3
Interagency Agreement No. 07-DSR-11772
Bureau of Indian Affairs
Colorado River Agency
BIA Interagency Agreement No. AGH00070012

shall grant the preference but shall require the individual within thirty (30) days to provide evidence from the Tribe concerned that the person is a member of that Tribe.

(2) "Indian organization" means the governing body of any Indian Tribe or entity established or recognized by such governing body in accordance with the Indian Financing Act of 1974 (88 Stat. 77; 25 U.S.C. 1451); and

(3) "Indian-owned economic enterprise" means any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit provided that such Indian ownership shall constitute not less than 51 percent of the enterprise.

(4) "Indian Tribe" means an Indian Tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act (85 Stat. 668; 43 U.S.C. 1601) which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

(f) The Contractor agrees to include the provisions of the clause including this paragraph (f) in each subcontract awarded under this contract.

(g) In the event of noncompliance with this clause, the Contractor's right to proceed may be terminated in whole or in part by the Contracting Officer and the work completed in a manner determined by the Contracting Officer to be in the best interests of the Government.

(End of clause)

1452.226-71 Indian Preference Program

As prescribed in 1426.7003(b), insert the following clause in all solicitations and contracts, awarded by the contracting activity which may exceed \$50,000, and which contain the clause at 1452.226-70, and where it is determined by the Contracting Officer, prior to solicitation, that the work under the contract will be performed in whole or in part on or near an Indian reservation(s). The clause may also be included in solicitations issued and contracts awarded by a contracting activity which may not exceed \$50,000 but which contain the clause at 1452.226-70 and which, in the opinion of the Contracting Officer, offer substantial opportunities for Indian employment, training, and subcontracting.

**INDIAN PREFERENCE PROGRAM --
DEPARTMENT OF THE INTERIOR (APR 1984)**

(a) In addition to the requirements of the clause of this contract entitled "Indian Preference -- Department of the Interior," the Contractor agrees to establish and conduct an Indian preference program which will expand the opportunities for Indian organizations and Indian-owned economic enterprises to receive a preference in the awarding of subcontracts and which will expand opportunities for Indians to receive preference for training and employment in connection with the work to be performed under this contract. In this connection, the Contractor shall --

Attachment No. 3
Interagency Agreement No. 07-DSR-11772
Bureau of Indian Affairs
Colorado River Agency
BIA Interagency Agreement No. ACH00070012

(1) Designate a liaison officer who will:

1. maintain liaison with the Government and Tribe(s) on Indian preference matters;
2. supervise compliance with the provisions of this clause; and
3. administer the Contractor's Indian preference program.

(2) Advise its recruitment sources in writing and include a statement in all advertisements for employment that Indian applicants will be given preference in employment and training incident to such employment.

(3) Not less than twenty (20) calendar days prior to commencement of work under this contract, post a written notice in the Tribal office of any reservations on which or near where the work under this contract is to be performed, which sets forth the Contractor's employment needs and related training opportunities. The notice shall include the approximate number and types of employees needed, the approximate dates of employment; the experience or special skills required for employment, if any; training opportunities available; and all other pertinent information necessary to advise prospective employees of any other employment requirements. The Contractor shall also request the Tribe(s) on or near whose reservation(s) the work is to be performed to provide assistance to the Contractor in filling its employment needs and training opportunities. The Contracting Officer will advise the Contractor of the name, location, and phone number of the Tribal officials to contact in regard to the posting of notices and requests for Tribal assistance.

(4) Establish and conduct a subcontracting program which gives preference to Indian organizations and Indian-owned economic enterprises as subcontractors and suppliers under this contract. Consistent with the efficient performance of this contract, the Contractor shall give public notice of existing subcontracting opportunities by soliciting bids or proposals only from Indian organizations or Indian-owned economic enterprises. The Contractor shall request assistance and information on Indian firms qualified as suppliers or subcontractors from the Tribe(s) on or near whose reservation(s) the work under the contract is to be performed. The Contracting Officer will advise the Contractor of the name, location, and phone number of the Tribal officials to be contacted in regard to the request for assistance and information. Public notices and solicitations for existing subcontracting opportunities shall provide an equitable opportunity for Indian firms to submit bids or proposals by including --

1. a clear description of the supplies or services required including quantities, specifications, and delivery schedules which facilitate the participation of Indian firms;
2. a statement indicating the preference will be given to Indian organizations and Indian-owned economic enterprises in accordance with Section 7(b) of Public Law 93-638; (88 Stat. 2205; 25 U.S.C. 450e(b));

Attachment No. 3
Interagency Agreement No. 07-DSR-11772
Bureau of Indian Affairs
Colorado River Agency
BIA Interagency Agreement No. AGH00070012

3. definitions for the terms "Indian organization" and "Indian-owned economic enterprise" as prescribed under the "Indian Preference -- Department of the Interior" clause of this contract;
4. a representation to be completed by the bidder or offeror that it is an Indian organization or

Indian-owned economic enterprise; and

(v) a closing date for receipt of bids or proposals which provides sufficient time for preparation and submission of a bid or proposal. If after soliciting bids from Indian organizations and Indian-owned economic enterprises, no responsible bid is received, the Contractor shall comply with the requirements of paragraph (d) of the "Indian Preference -- Department of the Interior" clause of this contract. If one or more responsible bids are received, award shall be made to the low responsible bidder if the bid price is determined to be reasonable. If the low responsive bid is determined to be unreasonable as to price, the Contractor shall attempt to negotiate a reasonable price and award a subcontract. If a reasonable price cannot be agreed upon, the Contractor shall comply with the requirements of paragraph (d) of the "Indian Preference -- Department of the Interior" clause of the contract.

(5) Maintain written records under this contract which indicate:

1. the names and addresses of all Indians seeking employment for each employment position available under this contract;
2. the number and types of positions filled by (A) Indians and (B) non-Indians, and the name, address and position of each Indian employed under this contract;
3. for those positions where there are both Indian and non-Indian applicants, and a non-Indian is selected for employment, the reason(s) why the Indian applicant was not selected;
4. actions taken to give preference to Indian organizations and Indian-owned economic enterprises for subcontracting opportunities which exist under this contract;
5. reasons why preference was not given to Indian firms as subcontractors or suppliers for each requirement where it was determined by the Contractor that such preference would not be consistent with the efficient performance of the contract, and
6. the names and addresses of all Indian organizations and Indian-owned economic enterprises (A) contacted, and (B) receiving subcontract awards under this contract.

(6) The Contractor shall submit to the Contracting Officer for approval a semiannual report which summarizes the Contractor's Indian preference program and indicates (i) the

Attachment No. 3
Interagency Agreement No. 07-DSR-11772
Bureau of Indian Affairs
Colorado River Agency
BIA Interagency Agreement No. AGH00070012

number and types of available positions filled and dollar amounts of all subcontracts awarded to (a) Indian organizations and Indian-owned economic enterprises and (b) all other firms.

(7) Records maintained pursuant to this clause will be kept available for review by the Government until expiration of one (1) year after final payment under this contract, or for such longer period as may be required by any other clause of this contract or by applicable law or regulation.

(b) For purpose of this clause, the following definitions of terms shall apply:

(1) The terms "Indian," "Indian Tribe," "Indian Organization," and "Indian-owned economic enterprise" are defined in the clause of this contract entitled "Indian Preference."

(2) "Indian reservation" includes Indian reservations, public domain Indian allotments, former Indian reservations on Oklahoma, and land held by incorporated Native groups, regional corporations, and village corporations under the provisions of the Alaska Native Claims Settlement Act, (85 Stat. 688; 43 U.S.C. 1601 et seq.).

(3) "On or near an Indian Reservation" means on a reservation or reservations or within that area surrounding an Indian reservation(s) where a person seeking employment could reasonably be expected to commute to and from in the course of a work day.

(c) Nothing in the requirements of this clause shall be interpreted to preclude Indian Tribes from independently developing and enforcing their own Indian preference requirements. Such requirements must not hinder the Government's right to award contracts and to administer their provisions.

(d) The Contractor agrees to include the provisions of this clause including this paragraph (d) in each subcontract awarded under this contract and to notify the Contracting Officer of such subcontracts.

(e) In the event of noncompliance with this clause, the Contractor's right to proceed may be terminated in whole or in part by the Contracting Officer and the work completed in a manner determined by the Contracting Officer to be in the best interest of the Government.

(End of clause)

Exhibit A.HDR
Interagency Agreement No. 07-DSR-11772
Bureau of Indian Affairs
Colorado River Agency
BIA Interagency Agreement No. AGH00070012

**OWNERSHIP, OPERATION, MAINTENANCE, REPLACEMENT AND
FINANCIAL RESPONSIBILITY OF HEADGATE ROCK SUBSTATION**

1. This Exhibit A.HDR, effective under and as a part of Interagency Agreement No. 07-DSR-11772, hereinafter called Agreement, shall become effective upon execution of the Agreement and shall remain in effect until superseded by another Exhibit A.HDR; provided, that this Exhibit A.HDR or any superseding Exhibit A.HDR shall terminate by the expiration of the Agreement.
2. The ownership, operation, maintenance, replacement and financial responsibilities of facilities specified pursuant to this Agreement shall be as follows:

Equipment	Operation	Maintenance & Replacement	Ownership	OM&R Financial Responsibility
Headgate Rock Substation:				
Transformer Bank No. KY7A 1-3 phase, 154 GDR Y/69 GDR Y/34.5-kV and KY10A 1-3 phase 161/69/12.47-kV	Western	Western	BIA	BIA
Transformers KY7A, KY10A Differential & Transformer Bus Protection, Control Panels CHA5 and CHA7	Western	Western	BIA	BIA
161-kV Power Circuit Breaker Nos: 172, 272, 372 and 572	Western	Western	Western	BIA
161-kV Motor-Operated Disconnect Switch Nos: 171, 173, 271, 273, 371, 373, 571 and 573	Western	Western	Western	BIA
161-kV Motor Operated Interrupter (MOI) Nos: 774 and 1074	Western	Western	Western	BIA

Exhibit A.HDR
Interagency Agreement No. 07-DSR-11772
Bureau of Indian Affairs
Colorado River Agency
BIA Interagency Agreement No. AGH00070012

Equipment	Operation	Maintenance & Replacement	Ownership	OM&R Financial Responsibility
161-kV Ground Switch Nos: 570 and 770	Western	Western	Western	BIA
161-kV Coupling Capacitors Nos: VV1A, VV2A, VV3A and VV4A	Western	Western	Western	BIA
161-kV Associated Control, Protection and Metering Equipment Channels: CHB1, CHB2, CHB3 and CHB4	Western	Western	Western	BIA
Associated structures, foundations, cable, protective equipment, etc., for the 161-kV	Western	Western	Western	BIA
Station Batteries and Chargers	Western	Western	BIA	BIA
Transformer Bank No. KZ4A 1-3 phase, 69/34.5/12.47-kV	BIA	BIA	BIA	BIA
69-kV Power Circuit Breaker Nos: 152, 252, 452, 652 and 1052	Western	Western	BIA	BIA
69-kV Power Circuit Breaker Nos: 352, 752, 1452, and 1652	BIA	BIA	BIA	BIA
69-kV MOI No. 757	BIA	BIA	BIA	BIA
69-kV Switch Nos: 151, 153, 155, 251, 253, 255, 351, 353, 355, 453, 451, 455, 457, 751, 753, 755, 651, 653, 655, 1051, 1053, 1055, 1057, 1451, 1453, 1455, 1457, 1651, 1653, 1655 and 1657 [†]	BIA	BIA	BIA	BIA

Exhibit A.HDR
Interagency Agreement No. 07-DSR-11772
Bureau of Indian Affairs
Colorado River Agency
BIA Interagency Agreement No. AGH00070012

Equipment	Operation	Maintenance & Replacement	Ownership	OM&R Financial Responsibility
69-kV Ground Switch Nos: 150, 350 and 750	BIA	BIA	BIA	BIA
Revenue Meters: HDR861, HDR864 (69-kV BIA Loads), HDR865 (69-kV Generation) and HDR862 (34.5-kV APS Loads)	Western	Western	Western	BIA
Associated structures, foundations, cable, protective equipment, etc., for the 69-kV Lines, Bus & Breaker	BIA	BIA	BIA	BIA
Transformer Bank Nos.: KZ14A and KZ16A, 69/12.5-kV	BIA	BIA	BIA	BIA
69-kV Control Panels CHA1 (PCB152), CHA2 (PCB252), CHA4 (PCB452), CHA5 (PCB652) and CHA7 (PCB1052)	Western	Western	BIA	BIA
69-kV CCVT's: VZ1B2, VZ1C2, VZ3A2 and VZ7A2	BIA	BIA	BIA	BIA
69-kV VT's: VZ1A	BIA	BIA	BIA	BIA
69-kV CT's: QZ1A, QZ6A and QA10A	BIA	BIA	BIA	BIA
69-kV Control Panels CHA3 (PCB352), CHA6 (PCB752), CHA8 (PCB1452), and CHA9 (PCB1652)	BIA	BIA	BIA	BIA

Exhibit A.HDR
Interagency Agreement No. 07-DSR-11772
Bureau of Indian Affairs
Colorado River Agency
BIA Interagency Agreement No. AGH00070012

Equipment	Operation	Maintenance & Replacement	Ownership	OM&R Financial Responsibility
Interrupter Switch: 34.5-kV MOI No. 743 ¹	See Footnote 1	See Footnote 1	BIA	BIA
34.5-kV Power Circuit Breaker No. 142 ¹	See Footnote 1	See Footnote 1	See Footnote 1	See Footnote 1
34.5-kV Voltage Transformer VW1A ¹	See Footnote 1	See Footnote 1	BIA	BIA
34.5-kV Voltage Regulator KW1A ¹	See Footnote 1	See Footnote 1	BIA	BIA
34.5-kV Fused Disconnect Switch FW2A ¹	See Footnote 1	See Footnote 1	BIA	BIA
34.5-kV Disconnect Switch Nos: 145, 147, 149, 245, 247, 249 and 744 ¹	See Footnote 1	See Footnote 1	BIA	BIA
34.5-kV Disconnect Switch 425	BIA	BIA	BIA	BIA
34.5-kV Interrupter Switch 447	BIA	BIA	BIA	BIA
Associated structures, foundations, cable, protective equipment, etc., for the 34.5-kV ¹	See Footnote 1	See Footnote 1	BIA	BIA
34.5-kV CT's: QW1A ¹	See Footnote 1	See Footnote 1	BIA	BIA
34.5-kV CCVT's: VW1B ¹	See Footnote 1	See Footnote 1	BIA	BIA
34.5-kV Grounding Transformer ¹	See Footnote 1	See Footnote 1	BIA	BIA
12.47-kV Switch Nos: 021, 023, 025, 121, 123, 125, 221, 223, 225, 321, 323, 325, 421, 423, 425, 521, 523, 525, 1425, 1625 and 6425 ⁴	BIA	BIA	BIA	BIA

Exhibit A.HDR
Interagency Agreement No. 07-DSR-11772
Bureau of Indian Affairs
Colorado River Agency
BIA Interagency Agreement No. AGH00070012

Equipment	Operation	Maintenance & Replacement	Ownership	OM&R Financial Responsibility
12.47-kV VT's - all	BIA	BIA	BIA	BIA
12.47-kV Fused Disconnecting Switches: FX1A, FX2A, WX1A and WX2A	BIA	BIA	BIA	BIA
Station Service Transformer KX2A and KW1A and transfer switch 450A	BIA	BIA	BIA	BIA
Headgate Rock Substation² Communications Equip.:				
Remote Terminal Unit and Associated Interface Racks	Western	Western	Western	BIA
Fiber Cable Including Splice trays and Patch Panel	Western	Western	Western	BIA
Fiber Optics Carrier Equipment and Associated Channel Bank Assemblies	Western	Western	Western	BIA
Microwave Radio Equipment including Waveguide, Antenna and Associated Analog Multiplex	Western	Western	Western	BIA
Data Communications Equipment	Western	Western	Western	BIA

Exhibit A.HDR
Interagency Agreement No. 07-DSR-11772
Bureau of Indian Affairs
Colorado River Agency
BIA Interagency Agreement No. AGH00070012

Equipment	Operation	Maintenance & Replacement	Ownership	OM&R Financial Responsibility
Metal Mountain³ Communications Equip.:				
Microwave Radio, Waveguide and Antenna to Headgate Rock Substation	Western	Western	Western	BIA
Analog Multiplex to Headgate Rock Substation	Western	Western	Western	BIA
Headgate Rock Dam² Communications Equip.:				
Remote Terminal Unit	Western	Western	Western	BIA
Fiber Cable including Splice trays and Patch Panel	Western	Western	Western	BIA
Fiber Optics Carrier Equipment and Associated Channel Bank Assemblies	Western	Western	Western	BIA
Data Communications Equipment	Western	Western	Western	BIA

¹ This equipment is covered under BIA, Colorado River Agency's Contract No. 9649 with Arizona Public Service Company.

² The equipment listed under this heading is part of the Headgate Rock Substation Microwave Communications System.

³ The equipment listed under this heading is part of the Headgate Rock Substation SCADA equipment.

⁴ BIA will coordinate switching activities with Western.

3. In accordance with Section 10 of the Agreement, the annual charge for the period from October 1st to September 30th to be advanced by the Contractor for the operation and maintenance of the facilities listed above is:

Exhibit A.HDR
Interagency Agreement No. 07-DSR-11772
Bureau of Indian Affairs
Colorado River Agency
BIA Interagency Agreement No. AGH00070012

3.1

Financial Charges	Fiscal Year 2007	Fiscal Year 2008	Fiscal Year 2009
Operations	\$ 2,808	\$ 1,440	\$ 4,320
Maintenance	\$ 31,665	\$ 21,997	\$ 45,519
Budget and Power Marketing Support	\$ 772	\$ 772	\$ 772
Total Annual Trust Account Charge	\$ 35,245	\$ 24,209	\$ 50,611

3.2 For periods of less than one (1) year the prorated total shall be on the basis of one-twelfth of the total annual payment per month.

4. This Exhibit A.HDR may be modified in accordance with Section 17 of the Agreement.
- This Exhibit shall be reviewed at least every three (3) years and revised as necessary or as otherwise agreed upon by the Parties.



United States Department of the Interior

**Bureau of Indian Affairs
Western Regional Office
Branch of Acquisition, Mail Stop 230
400 N. 5th Street, Two AZ Center, 12th Floor
Phoenix, Arizona 85004
Phone 602/ 379-4482 or 6760
Fax 602/ 379-6763**



IN REPLY
REFER TO:

Branch of Acquisition and
Federal Assistance, MS-230
(Paul James Robinson)

Mr. J. Tyler Carlson, Regional Manager
Department of Energy, Western Area Power Administration
P. O. Box 6457
Phoenix, AZ 85005-6457

AUG 04 2008

DSW REGIONAL OFFICE OFFICIAL FILE COPY		
Date	Initial	Code
	AUG - 5 2008	
	<i>[Signature]</i>	<i>30000</i>
		<i>6000</i>

RE: **Modification No. 2 to Inter Agency Agreement (IA) No. AGH00070012, between DOI
Bureau of Indian Affairs, and DOE Western Area Power Administration**

Dear Mr. Carlson:

Enclosed are two (2) original signed copies of **Modification No. 2 to Inter Agency Agreement (IA) No. AGH00070012**, issued for the purposes of providing additional Fiscal Year 2008 funding in the amount of \$15,000.00, for continued O&M Services at Headgate Rock Substation, for the 1st Financial Quarter of Fiscal Year 2009, (a "bona fide need" for un-interrupted delivery services for the months of October, November, and December 2008).

Please complete Block 15b (signature & date) on both Modification No. 2 documents; and return one original signed document to this office.

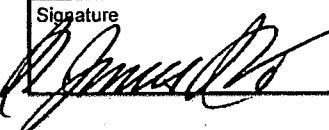
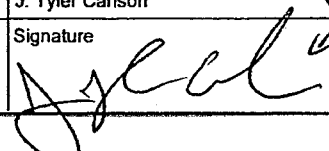
Should you have any questions, please call the designated Person of Contact (POC), Mr. Roger Hawkins, CRA Public Utilities Specialist at phone number 928/ 669-7155, or you may call the undersigned at phone number 602/ 379-4482.

Sincerely,

[Signature of Paul James Robinson]
Paul James Robinson
Contracting Officer

*added
25/11/08*

Enclosure

INTER/INTRA-AGENCY AGREEMENT MODIFICATION					1. PAGE 1 OF 2 PAGES	
2. REQUISITION NUMBER		3. DATE PREPARED 08/04/2008		4. AGREEMENT NUMBER AGH00070012		5a. MODIFICATION NO. 0002
6. TO: (Agency, name, telephone number of performing agency) Western Area Power Administrat 12155 W. Alameda PKWY Lakewood, CO 80228-2802 (720) 962-7159 ext.				7. FROM: (Agency, name, telephone number of originator) BIA - Colorado River Agency Rte 1, Box 9-C Parker, AZ 85344 (520) 669-7111 ext.		
8. LINE ITEMS						
ITEM NO. a	DESCRIPTION <i>(Federal stock number, nomenclature, specification and/or drawing No. etc.)</i> b	QTY c	UNIT d	ESTIMATED UNIT PRICE e	ESTIMATED TOTAL PRICE f	
	See Line Item Detail					
9. SEE ATTACHED PAGES FOR DELIVERY SCHEDULES, PRESERVATION AND PACKAGING INSTRUCTIONS, SHIPPING INSTRUCTIONS AND INSTRUCTIONS FOR DISTRIBUTION OF CONTRACTS AND RELATED DOCUMENTS.						10. GRAND TOTAL \$ 97,236.09
11. Under the Authority of: 31 USC 1535(Economy Act) ___ Other <input checked="" type="checkbox"/> 32 Stat. 388; 53 Stat 1187						
12a. Method of Payment: Advance ___ Reimbursement <input checked="" type="checkbox"/> Progress ___ Other ___ 12b. Agency Location Code (ALC) _____ 12c. Overrun Allowed _____ % or \$ _____				13. MAIL INVOICES TO (Payment will be made by) BIA - Division of Fiscal Services 2051 Mercator Drive Reston, VA 20191		
14. FUNDS FOR PROCUREMENT ARE PROPERLY CHARGEABLE TO THE ALLOTMENT SET FORTH BELOW, THE AVAILABLE BALANCES OF WHICH ARE SUFFICIENT TO COVER THE ESTIMATED TOTAL PRICE.						
2008 - - - H51463 - - 253H - - 52592 - - - - -						\$97,236.09
15a. Authorizing Officer of Originating Agency Paul J. Robinson, 1420-3004-1208		Title Contract Specialist		15b. Authorizing Officer of Performing Agency J. Tyler Carlson		Title Regional Manager
Signature 		Date 8-4-08		Signature 		Date 8/18/08

Line Item Summary		Document Number AGH00070012/0002		Title M 2 WAPA O&M Headgate Sub		Page 2 of 2	
Total Funding: \$97,236.09 FYs Fund Budget Org Sub Object Class Sub Program Cost Org Sub Proj/Job No. Sub Reporting Category Division Closed FYs Cancelled Fund							
Line Item Number	Description	Delivery Date (Start date to End date)		Quantity	Unit of Issue	Unit Price	Total Cost
0001	Western Area Power Administration (WAPA) O&M Services for BIA CRA Headgate Rock Substation Change in Funding	09/30/2008 (10/01/2007 to 09/30/2008)		0.00	LS	\$0.00	\$0.00
DOE WAPA PROVIDED O&M AND REPLACEMENT SERVICES FOR BIA COLORADO RIVER AGENCY (CRA) HEADGATE ROCK SUBSTATION: 1. WHEREAS, U.S. DOE WAPA has cited Acts of Congress AUTHORIZING their Interagreement No. 07-DSR-1172 with the DOI BIA CRA - the BIA accepts and incorporates WAPA IA Document No. 07-DSR-1172 into this BIA IA document to provide the Statement of Work, and Terms and Conditions. (Acts of Congress listed under "Preamble", Page 1 of WAPA IA Document No. 07-DSR-1172.) 2. Funding provided for Performance Period of 10-01-2007, through 09-30-2008, are "NO YEAR" designated funds. 3. Designated BIA CRA "PERSON OF CONTACT" and "Receiving, Inspection and Acceptance Officer" for Services and Deliverables is Mr. Roger Hawkins, BIA CRA Public Utilities Specialist, Phone No. 928/ 669-7155 or 7119, Fax No. 928/ 669-5317.							
Funding Information: 2008 - - - H51463 - - 253H - - 52592 - - - - - 15,000.00							

Line Item Summary	Document Number AGH00070012/0002	Title M 2 WAPA O&M Headgate Sub	Page 3 of 2
--------------------------	--	---	-----------------------

Total Funding: \$97,236.09

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
Division											
Closed FYs											
Cancelled Fund											

Line Item Number	Description	Delivery Date (Start date to End date)	Quantity	Unit of Issue	Unit Price	Total Cost
-------------------------	--------------------	--	-----------------	----------------------	-------------------	-------------------

0003	Mod. No. 2 FY 08 SERVICES - ADDITIONAL FUNDING	09/30/2008 (10/01/2007 to 09/30/2008)	1.00	LS	\$15,000.00	\$15,000.00
------	---	--	------	----	-------------	-------------

This is a New Line

1. Funding in the amount of \$15,000.00 is provided for continued Operation and Maintenance Services, Headgate Rock Dam Substation, for the 1st Financial Quarter of Fiscal Year 2009 ("bona fide need" for un-interrupted delivery of services for the months of October, November, and December 2008).

2. The Total Award Amount is INCREASED by \$15,000.00, from \$82,236.09, to \$97,236.09.

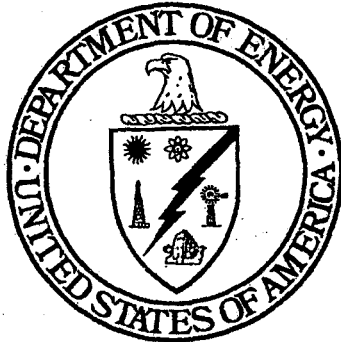
OBLL LINE 001 is INCREASED by \$15,000.00, from \$82,236.09, to \$97,236.09.

3. All other terms and conditions remain.

Previous Total:	\$82,236.09
Modification Total:	\$15,000.00
Grand Total:	\$97,236.09
	(Includes Discounts)

32

AUTHENTICATED COPY



**United States
Department of Energy**

**WESTERN AREA
POWER ADMINISTRATION**

**Desert Southwest
Regional Office**

INTERAGENCY AGREEMENT

AGREEMENT NO. 07-DSR- 11891

BUREAU OF INDIAN AFFAIRS NO. AGH00070015

BETWEEN

**UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
Desert Southwest Regional Office
Parker-Davis Project**

AND

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
COLORADO RIVER AGENCY**

FOR

PROFESSIONAL AND TECHNICAL ASSISTANCE

INTERAGENCY AGREEMENT NO. 07-DSR-11891

BUREAU OF INDIAN AFFAIRS NO. AGH00070015

BETWEEN

**UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
Desert Southwest Regional Office
Parker-Davis Project**

AND

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
COLORADO RIVER AGENCY**

FOR

PROFESSIONAL AND TECHNICAL ASSISTANCE

Table of Contents

<u>Section</u>	<u>Title</u>	<u>Page No.</u>
1	Preamble	1
2	Explanatory Recitals	2
3	Agreement	2
4	Term of Agreement	2
5	Right of Entry	2
6	Indian Preference	3
7	Service to Be Provided By CRA	3
8	Service to Be Provided by Western	4
9	Service to Be Mutually Agreed	5
10	Funding and Payment	6
11	General Power Contract Provisions	8
12	Authority to Execute	8
	Signature Clause	9
	Attachment No. 1, Department of the Interior Acquisition Regulation	
	Appendix A, Interagency Reimbursement Funding Agreement	
	General Power Contract Provisions	

INTERAGENCY AGREEMENT NO. 07-DSR-11891

BUREAU OF INDIAN AFFAIRS NO. AGH000700015

BETWEEN

**UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
Desert Southwest Regional Office
Parker-Davis Project**

AND

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
COLORADO RIVER AGENCY**

FOR

PROFESSIONAL AND TECHNICAL ASSISTANCE

1. **PREAMBLE:** This INTERAGENCY AGREEMENT, hereinafter called Agreement, is entered into this 30 day of September 2007, pursuant to the Acts of Congress approved June 17, 1902 (32 Stat. 388); August 4, 1939 (53 Stat. 1187); May 28, 1954 (68 Stat. 143); September 13, 1982, (96 Stat. 877); and acts amendatory or supplementary to the foregoing acts, between the United States Of America, Department of Energy, acting by and through the Administrator, WESTERN AREA POWER ADMINISTRATION, hereinafter called WESTERN, represented by the officer executing this Agreement, a duly appointed successor, or a duly authorized representative; and the United States of America, Department of the Interior, BUREAU OF INDIAN AFFAIRS (BIA), acting on behalf of the COLORADO RIVER AGENCY (CRA), hereinafter called CRA, represented by the officer executing this Agreement, a duly appointed successor, or

a duly authorized representative, its successors and assigns; each sometimes hereinafter individually called Party, and both sometimes hereinafter collectively called Parties.

2. **EXPLANATORY RECITALS:**

- 2.1 Western operates and maintains an electrical transmission system known as the Parker-Davis System.
- 2.2 CRA has functional responsibility for the care, operation, and maintenance of an electrical distribution system as a part of the Colorado River Agency Irrigation Project.
- 2.3 CRA has contracted with Western for electric service, construction of the facilities, and operation and maintenance of facilities under various contracts.
- 2.4 CRA requests and Western is willing and capable to furnish professional and technical assistance to the Colorado River Agency Irrigation Project.

3. **AGREEMENT:** The Parties agree to the terms and conditions set forth herein.

4. **TERM OF AGREEMENT:** This Agreement shall become effective upon the date first written above and shall remain in effect until midnight, September 30, 2017, and shall automatically continue for successive periods of five years each beyond the effective date, unless terminated by either Party upon one year's advance written notice.

5. **RIGHT OF ENTRY:** CRA, under the terms and conditions specified herein, hereby grants a license to Western, its employees, agents, and subcontractors to enter the CRA's rights-of-way to accomplish the work provided for in this Agreement, provided proper advance arrangements are made with the CRA Superintendent or his authorized representative.

6. **INDIAN PREFERENCE:** The Department of the Interior Acquisition Regulation Nos. 1452.204-7 and 1452.204-72 are attached hereto as Attachment No. 1 and made a part hereof; except, that work furnished by Western employees or Western contractors utilizing existing employees are excluded from the requirements set forth therein.
7. **SERVICE TO BE PROVIDED BY CRA:**
- 7.1 Provide Western with a written request for pre-scheduled technical support personnel, including anticipated duties to be performed and the time frame(s).
 - 7.2 Provide Western with a list of anticipated duties for which the on-call engineer will be responsible.
 - 7.3 CRA, at its sole expense, shall furnish required personnel, supplies, materials, and equipment to the extent agreed upon to assist Western in the completion of the work to be performed herein.
 - 7.4 CRA shall make a reservation of funds for the amount set forth per specific project and furnish Western with a written confirmation of said reservation of funds by issuing an appropriate funding citation to this Agreement and incorporating funding and work. Western's performance of activities under this Agreement shall be contingent upon CRA providing the reservation of funds to Western for such tasks.
 - 7.4.1 CRA will reimburse Western for all of the costs incurred by Western under this Agreement, including all associated allocable costs. These costs shall include, but not be limited to, the cost incurred in performing the work herein, expenditures for materials, supplies, equipment, salaries, travel, per diem, overhead and other related work performed by

employees, agents, or subcontractors of Western necessitated by the Agreement.

7.4.2 Review the cost set forth herein and shall notify Western, in writing, within twenty (20) days after receipt of the report if the CRA takes exception to any of the costs set forth therein.

8. **SERVICE TO BE PROVIDED BY WESTERN:**

8.1 Western, at the sole expense of CRA and to the extent possible, will furnish professional and technical assistance to CRA, on a request basis, under the following conditions:

8.1.1 Provide technical assistance, pursuant to availability, of an engineer for field engineering support to CRA. The engineer will receive work direction from CRA. Availability of the engineer is subject to Western's needs for the engineer.

8.1.2 Make available scheduled personnel to provide technical support services to CRA. Non-scheduled technical support may be provided, based upon the availability of Western personnel.

8.1.3 Coordinate communication between CRA and Western's Desert Southwest Dispatch Center or in an agreed upon manner by the Parties.

8.1.4 Prepare this Agreement and other documents as required.

8.2 Western shall provide a cost report to CRA, upon request and within a reasonable time after completion of the work specified herein.

- 8.3 Include, as applicable, in all Solicitation for Bids and contract awards, the Department of Interior, Indian Preference Provisions, set forth in Attachment No. 1, attached hereto.

9. **SERVICE TO BE MUTUALLY AGREED:**

- 9.1 Each Party, by written notice to the other, shall designate the representative who is authorized to act on its behalf with respect to those matters contained herein, which are the functions and responsibilities of the Parties. Either Party may change the designation of its authorized representative upon oral notice given to the other and confirmed by written notice within ten days.
- 9.2 This Agreement may be terminated at the request of either CRA or Western, provided that all costs incurred by Western through the date of termination and those costs that are the direct results of the termination shall be the responsibility of CRA.
- 9.3 This Agreement shall not preclude the informal interchange of information between individuals of the Parties nor the participation in other meetings involving the interest of either Party. Each Party should designate a contact person for each project when it is started. The contact person for each Party will keep their respective staff informed.
- 9.4 The Agreement does not supersede any other contractual agreements between the CRA and Western. This Agreement is for the purpose of addressing engineering services and technical assistance only.
- 9.5 Project participants will complete all work outlined in this Agreement within the established schedule and budget, as updated and amended. Any problems arising

from errors or omissions from items within Western's control will be corrected in a timely manner.

- 9.6 CRA shall retain ownership and will continue to have the responsibility for the care, operation, and maintenance of CRA electrical distribution system under its jurisdiction.

10. **FUNDING AND PAYMENT:**

- 10.1 A reservation of funds for the minimum amount of Twenty Five Thousand Dollars (\$25,000) defined in subsection 10.4.2 will be obligated on a fiscal year basis.
- 10.1.1 A reservation of funds per specific project shall be obligated as agreed to by the Parties.
- 10.2 Pre-Agreement costs which have been incurred by Western prior to the signing of this Agreement, but not earlier than December 9, 1997, shall be reimbursed by CRA.
- 10.3 **Compensation To Western:**
- 10.3.1 CRA will reimburse Western for the costs incurred by Western under this Agreement, including all associated allocable costs as determined by Western.
- 10.3.2 At the time of execution of this Agreement, funding identified in Section 10, FUNDING AND PAYMENT of this Agreement is made available to Western.
- 10.3.3 A CRA funding citation shall be provided on a fiscal year basis, on or before October 1 of each year. CRA will provide confirmation to

Western's Finance Office of a new reservation of funds for that fiscal year for this Agreement incorporating funding and work. In the event these reserved funds are insufficient, Western shall promptly advise CRA of the need for additional funds and the amount.

10.3.4 Western will bill CRA monthly for those months in which services are provided, through the Intra-governmental Payment and Collections (IPAC). Western will provide to the Contractor a cost report with the monthly billing. The bill will be charged to the Agency Location Code (ALC) 14-20-0699 and shall cite CRA's Agreement Number assigned to this Agreement.

10.3.5 CRA may review the costs set forth in the report and shall notify Western, in writing, within twenty (20) days after receipt of the report, if the Contractor takes exception to any of the costs.

10.4 The Parties will utilize IPAC procedures to electronically transfer funds from BIA treasury accounts to Western for expenses incurred by Western under this Agreement. The ALC number may be changed upon appropriate written notification to Western. Western shall make every effort to ensure correct billing through the IPAC system and that the total amount of funds transferred does not exceed funds obligated by BIA for services under this Agreement.

10.4.1 The Agency Location Code (ALC) number 14-20-0699 and BIA Agreement No. AGH00070015, shall appear in the first line of the description section of the IPAC collection message.

10.4.2 The funding citation amount will be maintained at a minimum amount of Twenty Five Thousand Dollars (\$25,000) to provide services as set forth in Section 8 of this Agreement.

10.4.3 Should CRA dispute the amount of the bill, the Western contact person for the project will first be contacted and notified of the discrepancy.

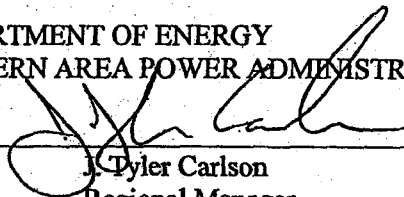
10.4.4 Should a dispute require a refund, Western will refund CRA the amount as agreed to by the Parties using the charge-back-system within IPAC.

11. **GENERAL POWER CONTRACT PROVISIONS:** The General Power Contract Provisions (GPCP), effective June 15, 2005, as they may apply, attached hereto, and are hereby made a part of this Agreement the same as if they had been expressly set forth herein; provided, that if the provisions in the GPCP are in conflict with this Agreement, the terms of this Agreement shall control.

12. **AUTHORITY TO EXECUTE:** Each individual signing this Agreement certifies that the Party represented has duly authorized such individual to execute this Agreement that binds and obligates the Party.

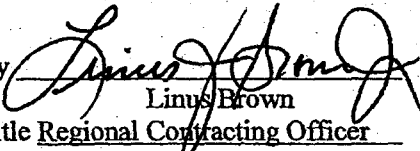
The Parties have caused this Agreement No. 07-DSR-11891 to be executed the date first written above.

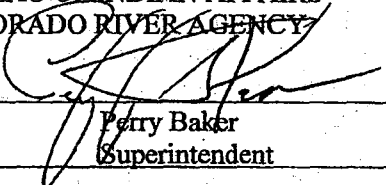
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

By 
J. Tyler Carlson
Title Regional Manager

Address Desert Southwest Region
P.O. Box 6457
Phoenix, Arizona 85005-6457

DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
COLORADO RIVER AGENCY

By 
Linus Brown
Title Regional Contracting Officer

By 
Perry Baker
Title Superintendent

Address Bureau of Indian Affairs
Colorado River Agency
Route 1, Box 9-C
Parker, AZ 85344

Attachment No. 1
Interagency Agreement No. 07-DSR-11891
Bureau of Indian Affairs
Colorado River Agency

1452.226-70 Indian Preference

As prescribed in 1426.7003(a), insert the following clause in solicitations issued and contracts awarded (a) by the Bureau of Indian Affairs except those pursuant to Title I and to Indian Tribes and Indian Organizations under Title II of Pub. L. 93-638 (25 U.S.C. 450 et seq. and 25 U.S.C. 455 et seq., respectively); (b) a contracting activity other than the Bureau of Indian Affairs when the contract is entered into pursuant to an act specifically authorizing contracts with Indian organizations, and (c) a contracting activity other than the Bureau of Indian Affairs when the work to be performed is specifically for the benefit of Indians and is in addition to any incidental benefits which might otherwise accrue to the general public.

INDIAN PREFERENCE --
DEPARTMENT OF THE INTERIOR (APR 1984)

(a) The Contractor agrees to give preferences to Indians who can perform the work required regardless of age (subject to existing laws and regulations), sex, religion, or tribal affiliation for training and employment opportunities under this contract and, to the extent feasible consistent with the efficient performance of this contract, training and employment preferences and opportunities shall be provided to Indians regardless of age (subject to existing laws and regulations), sex, religion, or tribal affiliation who are not fully qualified to perform under this contract. The Contractor also agrees to give preference to Indian organizations and Indian-owned economic enterprises in the awarding of any subcontracts consistent with the efficient performance of this contract. The Contractor shall maintain such records as are necessary to indicate compliance with this paragraph.

(b) In connection with the Indian employment preference requirements of this clause, the Contractor shall also provide opportunities for training incident to such employment. Such training shall include on-the-job, classroom, or apprenticeship training which is designed to increase the vocational effectiveness of an Indian employee.

(c) If the Contractor is unable to fill its training and employment needs after giving full consideration to Indians as required by this clause, those needs may be satisfied by selection of persons other than Indians in accordance with the clause of this contract entitled "Equal Opportunity."

(d) If no Indian organizations or Indian-owned economic enterprises are available for awarding of subcontracts in connection with the work performed under this contract, the Contractor agrees to comply with the provisions of this contract involving utilization of small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, or labor surplus area concerns.

(e) As used in this clause:

(1) "Indian" means a person who is a member of an Indian Tribe. If the Contractor has reason to doubt that a person seeking employment preference is an Indian, the contractor

Attachment No. 1
Interagency Agreement No. 07-DSR-11891
Bureau of Indian Affairs
Colorado River Agency

shall grant the preference but shall require the individual within thirty (30) days to provide evidence from the Tribe concerned that the person is a member of that Tribe.

(2) "Indian organization" means the governing body of any Indian Tribe or entity established or recognized by such governing body in accordance with the Indian Financing Act of 1974 (88 Stat. 77; 25 U.S.C. 1451); and

(3) "Indian-owned economic enterprise" means any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit provided that such Indian ownership shall constitute not less than 51 percent of the enterprise.

(4) "Indian Tribe" means an Indian Tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act (85 Stat. 668; 43 U.S.C. 1601) which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

(f) The Contractor agrees to include the provisions of the clause including this paragraph (f) in each subcontract awarded under this contract.

(g) In the event of noncompliance with this clause, the Contractor's right to proceed may be terminated in whole or in part by the Contracting Officer and the work completed in a manner determined by the Contracting Officer to be in the best interests of the Government.

(End of clause)

1452.226-71 Indian Preference Program

As prescribed in 1426.7003(b), insert the following clause in all solicitations and contracts, awarded by the contracting activity which may exceed \$50,000, and which contain the clause at 1452.226-70, and where it is determined by the Contracting Officer, prior to solicitation, that the work under the contract will be performed in whole or in part on or near an Indian reservation(s). The clause may also be included in solicitations issued and contracts awarded by a contracting activity which may not exceed \$50,000 but which contain the clause at 1452.226-70 and which, in the opinion of the Contracting Officer, offer substantial opportunities for Indian employment, training, and subcontracting.

**INDIAN PREFERENCE PROGRAM --
DEPARTMENT OF THE INTERIOR (APR 1984)**

(a) In addition to the requirements of the clause of this contract entitled "Indian Preference -- Department of the Interior," the Contractor agrees to establish and conduct an Indian preference program which will expand the opportunities for Indian organizations and Indian-owned economic enterprises to receive a preference in the awarding of subcontracts and which will expand opportunities for Indians to receive

Attachment No. 1
Interagency Agreement No. 07-DSR-11891
Bureau of Indian Affairs
Colorado River Agency

preference for training and employment in connection with the work to be performed under this contract. In this connection, the Contractor shall --

(1) Designate a liaison officer who will:

1. maintain liaison with the Government and Tribe(s) on Indian preference matters;
2. supervise compliance with the provisions of this clause; and
3. administer the Contractor's Indian preference program.

(2) Advise its recruitment sources in writing and include a statement in all advertisements for employment that Indian applicants will be given preference in employment and training incident to such employment.

(3) Not less than twenty (20) calendar days prior to commencement of work under this contract, post a written notice in the Tribal office of any reservations on which or near where the work under this contract is to be performed, which sets forth the Contractor's employment needs and related training opportunities. The notice shall include the approximate number and types of employees needed, the approximate dates of employment; the experience or special skills required for employment, if any; training opportunities available; and all other pertinent information necessary to advise prospective employees of any other employment requirements. The Contractor shall also request the Tribe(s) on or near whose reservation(s) the work is to be performed to provide assistance to the Contractor in filling its employment needs and training opportunities. The Contracting Officer will advise the Contractor of the name, location, and phone number of the Tribal officials to contact in regard to the posting of notices and requests for Tribal assistance.

(4) Establish and conduct a subcontracting program which gives preference to Indian organizations and Indian-owned economic enterprises as subcontractors and suppliers under this contract. Consistent with the efficient performance of this contract, the Contractor shall give public notice of existing subcontracting opportunities by soliciting bids or proposals only from Indian organizations or Indian-owned economic enterprises. The Contractor shall request assistance and information on Indian firms qualified as suppliers or subcontractors from the Tribe(s) on or near whose reservation(s) the work under the contract is to be performed. The Contracting Officer will advise the Contractor of the name, location, and phone number of the Tribal officials to be contacted in regard to the request for assistance and information. Public notices and solicitations for existing subcontracting opportunities shall provide an equitable opportunity for Indian firms to submit bids or proposals by including --

Attachment No. 1
Interagency Agreement No. 07-DSR-11891
Bureau of Indian Affairs
Colorado River Agency

1. a clear description of the supplies or services required including quantities, specifications, and delivery schedules which facilitate the participation of Indian firms;
2. a statement indicating the preference will be given to Indian organizations and Indian-owned economic enterprises in accordance with Section 7(b) of Public Law 93-638; (88 Stat. 2205; 25 U.S.C. 450e(b));
3. definitions for the terms "Indian organization" and "Indian-owned economic enterprise" as prescribed under the "Indian Preference -- Department of the Interior" clause of this contract;
4. a representation to be completed by the bidder or offeror that it is an Indian organization or

Indian-owned economic enterprise; and

(v) a closing date for receipt of bids or proposals which provides sufficient time for preparation and submission of a bid or proposal. If after soliciting bids from Indian organizations and Indian-owned economic enterprises, no responsible bid is received, the Contractor shall comply with the requirements of paragraph (d) of the "Indian Preference -- Department of the Interior" clause of this contract. If one or more responsible bids are received, award shall be made to the low responsible bidder if the bid price is determined to be reasonable. If the low responsive bid is determined to be unreasonable as to price, the Contractor shall attempt to negotiate a reasonable price and award a subcontract. If a reasonable price cannot be agreed upon, the Contractor shall comply with the requirements of paragraph (d) of the "Indian Preference -- Department of the Interior" clause of the contract.

(5) Maintain written records under this contract which indicate:

1. the names and addresses of all Indians seeking employment for each employment position available under this contract;
2. the number and types of positions filled by (A) Indians and (B) non-Indians, and the name, address and position of each Indian employed under this contract;
3. for those positions where there are both Indian and non-Indian applicants, and a non-Indian is selected for employment, the reason(s) why the Indian applicant was not selected;
4. actions taken to give preference to Indian organizations and Indian-owned economic enterprises for subcontracting opportunities which exist under this contract;

Attachment No. 1
Interagency Agreement No. 07-DSR-11891
Bureau of Indian Affairs
Colorado River Agency

5. reasons why preference was not given to Indian firms as subcontractors or suppliers for each requirement where it was determined by the Contractor that such preference would not be consistent with the efficient performance of the contract, and
6. the names and addresses of all Indian organizations and Indian-owned economic enterprises (A) contacted, and (B) receiving subcontract awards under this contract.

(6) The Contractor shall submit to the Contracting Officer for approval a semiannual report which summarizes the Contractor's Indian preference program and indicates (i) the number and types of available positions filled and dollar amounts of all subcontracts awarded to (a) Indian organizations and Indian-owned economic enterprises and (b) all other firms.

(7) Records maintained pursuant to this clause will be kept available for review by the Government until expiration of one (1) year after final payment under this contract, or for such longer period as may be required by any other clause of this contract or by applicable law or regulation.

(b) For purpose of this clause, the following definitions of terms shall apply:

(1) The terms "Indian," "Indian Tribe," "Indian Organization, and "Indian-owned economic enterprise" are defined in the clause of this contract entitled "Indian Preference."

(2) "Indian reservation" includes Indian reservations, public domain Indian allotments, former Indian reservations on Oklahoma, and land held by incorporated Native groups, regional corporations, and village corporations under the provisions of the Alaska Native Claims Settlement Act, (85 Stat. 688; 43 U.S.C. 1601 et seq.).

(3) "On or near an Indian Reservation" means on a reservation or reservations or within that area surrounding an Indian reservation(s) where a person seeking employment could reasonably be expected to commute to and from in the course of a work day.

(c) Nothing in the requirements of this clause shall be interpreted to preclude Indian Tribes from independently developing and enforcing their own Indian preference requirements. Such requirements must not hinder the Government's right to award contracts and to administer their provisions.

(d) The Contractor agrees to include the provisions of this clause including this paragraph (d) in each subcontract awarded under this contract and to notify the Contracting Officer of such subcontracts.

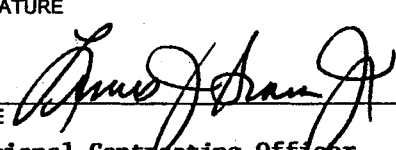

Attachment No. 1
Interagency Agreement No. 07-DSR-11891
Bureau of Indian Affairs
Colorado River Agency

(e) In the event of noncompliance with this clause, the Contractor's right to proceed may be terminated in whole or in part by the Contracting Officer and the work completed in a manner determined by the Contracting Officer to be in the best interest of the Government.

(End of clause)

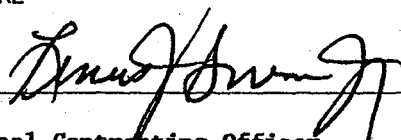
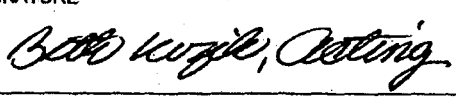
Appendix A
Interagency Agreement No. 07-DSR-11891
Bureau of Indian Affairs
Colorado River Agency

INTERAGENCY REIMBURSEMENT FUNDING AGREEMENT

1 CONTRACT/AGREEMENT NUMBER (25) Western No. 07-DSR-11891		2 FISCAL YEAR (4) 2008		3 ESTIMATED AMOUNT (11) 60,000.00		4 SELLER INVOICE		5 TRANS. CODE (1) 2		6 ACTION CODE (1) 1	
7 AGENCY REQUESTING SERVICE (BUYER) NAME (32) Department of Interior Bureau of Indian Affairs Colorado River Agency DUNS # (32) ADDRESS (32) 400 N 5 th Street-14 th Floor, Two Arizona Center CITY (21) Phoenix STATE (2) AZ ZIP CODE (9) 85004						8 AGENCY PERFORMING SERVICE (SELLER) NAME (32) Department of Energy Western Area Power Administration Desert Southwest Regional Office DUNS # (32) 030957005 ADDRESS (32) P.O. Box 6457 CITY (21) Phoenix STATE (2) AZ ZIP CODE (9) 85005-6457					
9 SERVICES TO BE PERFORMED (Give brief explanation and basis for determining cost of services. Attach additional sheet if needed.) Funds under Interagency Agreement No. 87-BAC-10041, Exhibit E, for a Facility Study, and Exhibit F, for an Environmental Study, are billed under BIA H51462 2007 52356 69kV, and expire on September 30, 2007. The services under Exhibits E, and F, will be billed under this Interagency Agreement No. 07-DSR-11891 (Agreement). See Agreement for further details of Technical and Professional Services billed under this Agreement. This form is for Accounting purposes only. In accordance with OMB's Memorandum M-03-01 Business Rules for Intergovernmental Exchange Transactions effective Jan. 1, 2003, this Agreement will be deemed accepted when an obligation (see #3 above) is recorded in the Buyer's financial system prior to signature of this document by both Parties.											
10 LIST REFERENCES TO CORRESPONDENCE RELATIVE TO THIS WORK (Requesting agency only.) (50)											
11 DURATION OF AGREEMENT EFFECTIVE DATE (From) CONTINUING THROUGH 09/30/2017						12 METHOD OF PAYMENT REIMBURSEMENT 1 BILLING FREQUENCY ADVANCE OF FUNDS 0 TYPE OF ACCOUNT					
13 A. BUYER AGENCY LOCATOR CODE						BUYER PROJECT # (As applicable)					
13 B. SELLER AGENCY LOCATOR CODE 14-20-0699						SELLER PROJECT # (As applicable)					
14 A. BUYER TREASURY ACCOUNT SYMBOL (TAS) AND TITLE						14 B. SELLER TREASURY ACCOUNT SYMBOL (TAS) & TITLE 89x5068					
BUYER HEREBY AGREES TO OBLIGATE FUNDS SUFFICIENT TO FUND THE AMOUNT (#3 ABOVE) FOR THE DURATION OF THIS AGREEMENT.											
15 REQUESTING AGENCY (BUYER) APPROVAL SIGNATURE  TITLE Regional Contracting Officer						16 PERFORMING AGENCY (SELLER) APPROVAL SIGNATURE  TITLE Ethel Redhair, DSW Financial Manager					
PERSON TO CONTACT Linus Brown		PHONE (Area Code and No.) (602)379-6760		FTS COMM		PERSON TO CONTACT Carol Webb		PHONE (Area Code and No.) (602) 605-2567		FTS COMM	

Appendix B
Interagency Agreement No. 07-DSR-11891
Bureau of Indian Affairs
Colorado River Agency

INTERAGENCY REIMBURSEMENT FUNDING AGREEMENT

1 CONTRACT/AGREEMENT NUMBER (25) Western No. 07-DSR-11891		2 FISCAL YEAR (4) 2008		3 ESTIMATED AMOUNT (11) 25,000.00		4 SELLER INVOICE		5 TRANS. CODE (1) 2		6 ACTION CODE (1) 1	
7 AGENCY REQUESTING SERVICE (BUYER)						8 AGENCY PERFORMING SERVICE (SELLER)					
NAME (32) Department of Interior Bureau of Indian Affairs Colorado River Agency						NAME (32) Department of Energy Western Area Power Administration Desert Southwest Regional Office					
DUNS # (32)						DUNS # (32) 030957005					
ADDRESS (32) 400 N 5 th Street-14 th Floor, Two Arizona Center						ADDRESS (32) P.O. Box 6457					
CITY (21) Phoenix		STATE (2) AZ		ZIP CODE (9) 85004		CITY (21) Phoenix		STATE (2) AZ		ZIP CODE (9) 85005-6457	
9 SERVICES TO BE PERFORMED (Give brief explanation and basis for determining cost of services. Attach additional sheet if needed.) This Interagency Agreement No. 07-DSR-11891 (Agreement) see Agreement for further details of Technical and Professional Services billed under this Agreement. This Appendix B is for the 2008 Fiscal Year obligated funds identified in Section 10 of this Agreement. This form is for Accounting purposes only. In accordance with OMB's Memorandum M-03-01 Business Rules for Intergovernmental Exchange Transactions effective Jan. 1, 2003, this Agreement will be deemed accepted when an obligation (see #3 above) is recorded in the Buyer's financial system prior to signature of this document by both Parties.											
10 LIST REFERENCES TO CORRESPONDENCE RELATIVE TO THIS WORK (Requesting agency only.) (50)											
11 DURATION OF AGREEMENT						12 METHOD OF PAYMENT					
EFFECTIVE DATE (From)			CONTINUING THROUGH 09/30/2017			REIMBURSEMENT 1 BILLING FREQUENCY			ADVANCE OF FUNDS 0 TYPE OF ACCOUNT		
13 A. BUYER AGENCY LOCATOR CODE						BUYER PROJECT # (As applicable)					
13 B. SELLER AGENCY LOCATOR CODE 14-20-0699						SELLER PROJECT # (As applicable)					
14 A. BUYER TREASURY ACCOUNT SYMBOL (TAS) AND TITLE						14 B. SELLER TREASURY ACCOUNT SYMBOL (TAS) & TITLE 89x5068					
BUYER HEREBY AGREES TO OBLIGATE FUNDS SUFFICIENT TO FUND THE AMOUNT (#3 ABOVE) FOR THE DURATION OF THIS AGREEMENT.											
15 REQUESTING AGENCY (BUYER) APPROVAL						16 PERFORMING AGENCY (SELLER) APPROVAL					
SIGNATURE 				DATE		SIGNATURE 				DATE	
TITLE Regional Contracting Officer						TITLE Ethel Redhair, DSW Financial Manager					
PERSON TO CONTACT Linus Brown		PHONE (Area Code and No.) (602)379-6760		FTS		COMM		PERSON TO CONTACT Carol Webb		PHONE (Area Code and No.) (602) 605-2567	

INTER/INTRA-AGENCY AGREEMENT

1.
PAGE 1 OF 2 PAGES

2. REQUISITION NUMBER	3. DATE PREPARED 09/20/2007	4. AGREEMENT NUMBER AGH00070015	5a. MODIFICATION NO.	5b. TASK ORDER NO.
-----------------------	--------------------------------	------------------------------------	----------------------	--------------------

6. TO: (Agency, name, telephone number of performing agency)
Western Power Admin.
12155 W. Alameda PKWY

Lakewood, CO 80228-2802

(720) 962-7159 ext.

7. FROM: (Agency, name, telephone number of originator)

BIA - Western Regional Office
OFCC/Acquisitions 400 N. 5th Street

Phoenix, AZ 85004-3908

(602) 379-8760 ext.

8. LINE ITEMS

ITEM NO. a	DESCRIPTION (Federal stock number, nomenclature, specification and/or drawing No. etc.) b	QTY c	UNIT d	ESTIMATED UNIT PRICE e	ESTIMATED TOTAL PRICE f
	See Line Item Detail				

9. SEE ATTACHED PAGES FOR DELIVERY SCHEDULES, PRESERVATION AND PACKAGING INSTRUCTIONS, SHIPPING INSTRUCTIONS AND INSTRUCTIONS FOR DISTRIBUTION OF CONTRACTS AND RELATED DOCUMENTS.

10. GRAND TOTAL

11. Under the Authority of: 31 USC 1535(Economy Act) ___ Other ☒ 32 Stat. 388; 53 Stat. 1187

\$ 85,000.00

12a. Method of Payment: Advance ___ Reimbursement ☒ Progress ___ Other ___

12b. Agency Location Code (ALC) _____

12c. Overrun Allowed _____ % or \$ _____

13. MAIL INVOICES TO (Payment will be made by)

BIA - Division of Fiscal Services
2051 Mercator Drive
Reston, VA 20191

14. FUNDS FOR PROCUREMENT ARE PROPERLY CHARGEABLE TO THE ALLOTMENT SET FORTH BELOW, THE AVAILABLE BALANCES OF WHICH ARE SUFFICIENT TO COVER THE ESTIMATED TOTAL PRICE.

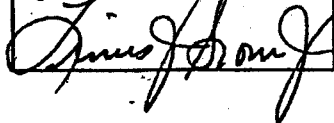
2007 - - - H51462 - - 253H - - 52356 - - - 69kV2006 - - - - -

\$85,000.00

15a. Authorizing Officer of
Originating Agency

Linus J. Brown, Jr.

Signature



Title

Supervisory Contract Spec

Date

09/20/2007

15b. Authorizing Officer of Performing
Agency

Signature

Title

Date

Line Item Summary		Document Number AGH00070015		Title WAPA Parker-Davis Project		Page 2 of 2	
Total Funding:		\$85,000.00					
FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org Sub
2007		H51462		253H		52356	69kV2006
Division	Closed FYs		Cancelled Fund				
Line Item Number	Description		Delivery Date (Start Date to End Date)		Quantity	Unit of Issue	Unit Price
							Total Cost (Includes Discounts)
0001	WAPA Provided Professional and Technical Services		09/30/2012 (10/01/2007 to 09/30/2012)		1.00	LO	\$85,000.000
							\$ 85,000.00
<p>1. WAPA, at the sole expense of CRA and to the extend possible, will furnish professional and technical assistance for BIA CRA.</p> <p>Period of performance: October 1, 2007 to September 30, 2017. For the purpose of processing this action, the period of performance is five years ending on September 30, 2012.</p> <p>2. WHEREAS, U.S. DOE WAPA has cited Acts of Congress AUTHORIZING their Interagency Agreement No. 07-DSR-11891 with the DOI BIA CRA - the BIA accepts and incorporates WAPA IA Document No. 07-DSR-11891 into this BIA IA document to provide the Statement of Work, and Terms and Conditions. (Acts of Congress listed under "Preamble", Page 1 of WATA IA Document No. 07-DSR-11891.)</p> <p>3. Designated BIA CRA "PERSON OF CONTACT" and "Receiving, Inspection, and Acceptance Officer" is Mr. Roger Hawkins, BIA CRA Public Utilities Specialist, Phone No. 928/ 669-7155 or 7119, Fax No. 928/ 669-5317.</p>							
<p>Funding Information:</p> <p>2007 - - - H51462 - - 253H - - 52356 - - - 69kV2006 - - - -</p> <p>\$85,000.00</p>							
Total Cost:							\$85,000.00



1234-719-1

Department of Energy
Western Area Power Administration
P.O. Box 281213
Lakewood, CO 80228-8213

October 21, 2008

Michael A. Curtis, Esq.
Curtis, Goodwin, Sullivan, Udall & Schwab, P.L.C.
501 East Thomas Road
Phoenix, AZ 85012

Re: Request for Reconsideration for Arizona Corporation Commission
Testimony

Dear Mr. Curtis:

We have received your correspondence, dated October 10, 2008, on behalf of the Mohave Electric Cooperative, Inc. (Mohave), requesting that the Western Area Power Administration (Western) reconsider its denial of your request for testimony from Mr. Tony Montoya in a matter before the Arizona Corporation Commission (ACC). I have given careful consideration to your request for reconsideration but, as explained below, confirm my denial.

Your request for reconsideration states that you seek testimony from Mr. Montoya:

- 1) Confirming that Western and the Bureau of Indian Affairs (BIA) have entered into certain contracts;
- 2) Confirming that Executive Orders and Federal policies require cooperation between Western, the Bureau of Reclamation, and BIA;
- 3) That Western's DSW Region was requested to manage a 70-mile transmission line in northern Arizona;
- 4) That Western personnel attended meetings in 2001 with BIA and Mohave and offered to provide management services for the line on the condition that it be paid for performing the services; and
- 5) That BIA declined Western's offer.

I find that you still have not justified the need for Mr. Montoya's testimony. First, you have previously been provided the executed contracts so there is no need to confirm their existence. If you believe they need to be authenticated, Mr. Montoya is not a signatory and thus, is not the proper person to do so. Moreover, included in your request for reconsideration were notes from the 2001 meetings taken by an employee of your law firm. These notes document what occurred during the 2001 meetings and Mr. Montoya has no additional information concerning the matter.

RECEIVED

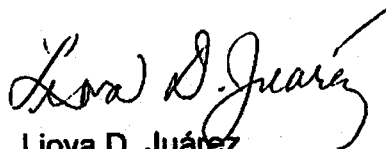
OCT 24 2008

CURTIS, GOODWIN, SULLIVAN
UDALL, & SCHWAB, PLC



For these reasons your request remains denied. If you wish to discuss this further please contact Western attorney, Douglas Harness at (720) 962-7020.

Sincerely,

A handwritten signature in cursive script, appearing to read "Liova D. Juárez".

Liova D. Juárez
General Counsel

cc:

T. Montoya, A7000
D. Harness, A0200

ORIGINAL

COMMISSIONERS

MIKE GLEASON, CHAIRMAN
WILLIAM A. MUNDELL
JEFF HATCH-MILLER
KRISTIN K. MAYES
GARY PIERCE

RECEIVED

2008 OCT 17 P 4:13

AZ CORP COMMISSION
DOCKET CONTROL

BEFORE THE ARIZONA CORPORATION COMMISSION

IN THE MATTER OF THE COMPLAINT OF
BUREAU OF INDIAN AFFAIRS, UNITED
STATES OF AMERICA, AGAINST
MOHAVE ELECTRIC COOPERATIVE,
INC. AS TO SERVICES TO THE
HAVASUPAI AND HUALAPAI INDIAN
RESERVATIONS.

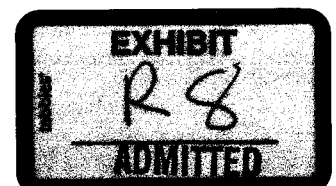
DOCKET NO. E-01750A-05-0579

**PRE-FILED DIRECT TESTIMONY OF ROBERT MOELLER
ON BEHALF OF MOHAVE ELECTRIC COOPERATIVE, INC.**

Arizona Corporation Commission
DOCKETED

OCT 17 2008

DOCKETED BY	mn
-------------	----



1 **I. Introduction.**

2
3 **Q. Please state your name, business address, and current position.**

4 A. Robert Moeller, 1124 East Rose Lane #9, Phoenix, AZ. 85014. Since my retirement
5 from the Office of the Solicitor, United States Department of Interior, I have been self-
6 employed as an attorney and consultant in the areas of Indian law, federal water law, and
7 environmental law. In addition, I am Chief Judge to the Chemehuevi Indian Tribal Court,
8 and an Associate Justice on the Colorado River Tribes Court of Appeals.
9
10

11
12 **Q. Please provide a brief summary of your educational and work experience.**

13 A. I graduated in 1968 from Arizona State University, *summa cum laude*, with a
14 Bachelor of Arts in History. In 1971 I graduated from the University of California at Santa
15 Barbara with a Masters Degree in Intellectual History. In 1974 I graduated with a Doctor of
16 Jurisprudence Degree from Arizona State University College of Law (now Sandra Day
17 O'Connor School of Law). In 1974 I joined the Office of the Field Solicitor, Window Rock,
18 Arizona providing legal services to the Bureau of Indian Affairs on the Navajo Reservation.
19 (The Office of the Solicitor provides legal services to the agencies within the Department of
20 Interior.) In 1976 I transferred to the Phoenix Field Solicitor's Office and provided legal
21 services to BIA offices serving Indian tribes along the Colorado River, Arizona, and
22 Western Nevada. In 1997 I retired from federal service after 23 years of service and have
23 been self employed as an attorney and consultant in addition to providing judicial services to
24 the Chemehuevi Indian Tribe and the Colorado River Indian Tribes.
25
26
27
28

1 **Q. Please summarize any awards and honors you hold that might be relevant to the**
2 **opinions you will be offering in this proceeding.**

3 **A. I have received the following awards:**

4
5 Certificate of Appreciation for lecture to Arizona State University, College of Law 1982.

6 Award from Arizona State Land Department, Bureau of Land Management and Santa
7 Pacific Railroad Company (Mohave Desert-Grand Canyon Mineral Exchange).

8 Unit Award, Bureau of Land Management, 1986.

9 Special Achievement Award, Office of the Solicitor, 1988.

10 Special Achievement Award, Office of the Solicitor, 1991.

11 Performance Award, Office of the Solicitor, 1993.

12 Star Award, Bureau of Reclamation, 1996.

13
14
15 **Q. As an attorney in the Field Solicitor Office in Window Rock and Phoenix what**
16 **were the scope of your responsibilities relevant to your testimony?**

17
18 **A. For 23 years, in Window Rock and in Phoenix, I was responsible for providing day to**
19 **day operational legal advice to the Bureau of Indian Affairs regarding the manifold**
20 **programs which the BIA operates for the benefit of Indians on the Navajo Reservation, and**
21 **the BIA operations regarding Indian tribes in southeastern California along the Colorado**
22 **River, western Nevada, and throughout Arizona. This legal assistance involved advising**
23 **BIA officials regarding the nature, scope, and responsibilities attendant to the trust**
24 **relationship and obligations which the United States and its agencies owes to Indian tribes**
25 **and individuals in the field of Indian Affairs.**
26
27
28

1
2 **Q. Are you sponsoring any exhibits as part of you testimony?**

3
4 A. I have attached a list of cases which establish support for the contentions regarding
5 the nature and scope of BIA trust obligations as will be set forth in my testimony. This is
6 identified as Exhibit RM-1.
7
8

9 **II. Purpose of testimony.**

10 **Q. What is the purpose of your direct testimony in this proceeding.**

11 A. I am testifying regarding the appropriate nature and scope of the responsibility of the
12 Bureau of Indian Affairs with regard to the provision of electrical services to the Havasupai
13 and Hualapai Indian Tribes, and to comment on and rebut the prefiled testimony Walker and
14 Williams. I have been asked to review the complaint, the moving papers, the salient parts of
15 the administrative record in this case and the BIA's prefiled testimony in order to render
16 expert opinions regarding the federal government's recognition of the obligations which the
17 United States owes to the Havasupai and Hualapai Tribes in this case. I have also been
18 asked to opine whether federal policy, and specifically federal policy concerning Indian
19 Tribes, supports the exercise of state regulatory jurisdiction, acting through the Arizona
20 Corporation Commission, over Mohave Electric with respect to this dispute.
21
22
23
24

25 **III. BIA programs serving Indians.**

26 **Q. Can you give us a summary of the services which the BIA provides to Indian**
27 **tribes and individuals?**
28

1 A. The BIA's activities involve assisting Indian tribes in virtually all major areas of
2 Indian affairs. BIA programs and services include welfare (i.e. General Assistance), law
3 enforcement and judicial services through the BIA police and Courts of Indian Offenses as
4 well as probate of Indian trust estates, education, housing improvement, Indian child
5 welfare, tribal enrollment, approval of attorney contracts, administration of Individual
6 Indian Money accounts, business development through grants and loan insurance and
7 guarantees, regulation of grazing lands, land acquisitions and issuance of patents, land
8 management, operation and maintenance of Indian irrigation projects, Indian electric power
9 utilities, regulation of traders, forestry management and timber sales, construction of roads,
10 regulation of surface and mining leasing of tribal and individual Indian owned lands, surface
11 exploration and reclamation of lands, grants of rights of way and other land use rights,
12 approval of contracts involving land, protection of Indian antiquities, and the fostering of
13 tribal self-government, including review and approval of certain ordinances and
14 constitutions promulgated by Indian tribes. During my career in government service to the
15 BIA, I personally observed the BIA's involvement in each of these areas in Arizona and
16 elsewhere.
17
18
19
20

21 **Q. Have you had any experience working with BIA electric power utilities?**

22 A. Yes. Larger and better funded tribes will organize a tribal utility authority. For
23 example, when I worked up on the Navajo Reservation, as early as 1974 the Navajo Tribe
24 had created a tribal enterprise, called the Navajo Tribal Utility Authority, as an arm of the
25 tribal government, to provide electric utility services to the reservation. However, in other
26 instances, the BIA itself has funded and operated on an *ad hoc* basis electric utility services
27
28

1 for small tribes and surrounding populations. For example, the BIA operated a
2 hydroelectric facility associated with Coolidge dam, which provided power to operate
3 irrigation pumps as part of the San Carlos Indian Irrigation Project, and was also authorized
4 to sell surplus power on a retail basis. The BIA also operated a utility providing electricity
5 to Indians on the Colorado River Indian Reservation and off reservation users. Both of
6 these utilities began as parts of irrigation projects, but grew to provide electricity to
7 domestic and commercial customers on a retail basis.
8
9

10
11 **II. BIA has discretionary authority to provide electric service to Indians.**

12 **Q. In your opinion does the BIA have authority to provide electric power to**
13 **Indians?**

14 **A.** Yes, and it has done so in Arizona on many occasions and in many ways. Sometimes
15 this authority is provided in appropriation acts or authorizations to produce power in
16 conjunction with Indian irrigation projects. However, absent express authority, the
17 Secretary of the Interior is given broad discretion under the Snyder Act (25 U.S.C. Sec. 13)
18 to expend moneys for the "benefit, care, and assistance of Indians...." including "relief of
19 distress and conservation of health...and for industrial assistance and advancement and
20 general administration of Indian property...." This language surely includes providing
21 essential electrical power to isolated tribes such as the Hualapai and Havasupai Indians.
22 The BIA may expend these moneys to acquire, operate and maintain generating and
23 transmission facilities, or it may procure, under federal procurement law, electricity from
24 outside wholesale electric providers such as Mohave Electric.
25
26
27
28

1 **Q. Does the BIA have an obligation to provide electricity to Indian tribes?**

2 A. Throughout my career it has been common knowledge among BIA officials that they
3 were charged with trust responsibilities and standards in the administration of their duties
4 towards Indian tribes and Indian individuals. In my opinion, in the absence of a specific
5 Congressional directive, the Secretary has discretion to assist a tribe by expending money to
6 provide electricity. Once the BIA undertakes such a service, and particularly when that
7 service continues long enough for Indians to become dependent on the service, the trust
8 obligation, in my opinion, requires the Secretary to continue the service directly, or to
9 provide a viable alternative indirectly.
10
11

12
13 **IV. The BIA has a trust responsibility to not abandon electrical service without
14 providing for an alternative.**

15 **Q. What do you mean by a "trust obligation?"**

16 A. From the Nineteenth Century forward, the United States Supreme Court has
17 characterized the relationship between the federal government and Indians as one of a
18 guardian-ward, or a trust relationship (*Cherokee Nation v. Georgia*, 30 U.S. (5 Pet.) 1, 17
19 (1831)). The Supreme Court has recognized that the United States "charges itself with
20 moral obligations of the highest responsibility and trust," and its management of Native
21 American affairs must be "judged by the most exacting fiduciary standards." (*Seminole
22 Nation v. United States*, 316 U.S. 286, 297 (1942)). This not only extends to matters
23 involving protection and management of Indian lands and resources, but also the delivery of
24 services to Indians. (*Morton v. Ruiz*, 415 U.S. 199 (1974)). In *Morton*, the BIA refused to
25 provide general assistance to otherwise qualified Indians living near but not on the
26
27
28

1 reservation. The Supreme Court felt it violated "distinctive obligations of fairness" to refuse
2 general assistance without even publishing the eligibility criteria according to established
3 procedures.
4

5 In this case, after providing electrical service for years directly through BIA-
6 acquired, owned and operated gas, then diesel generating facilities, and then indirectly by
7 purchasing electricity and its means of transmission, the BIA allowed the Contract with
8 Mohave Electric to expire. It now seeks to abandon its responsibility to maintain the line
9 and continue service. This is hardly consistent with the high fiduciary standards and moral
10 obligations of the highest responsibility and trust spoken of by the U.S. Supreme Court.
11

12 Such actions are also inconsistent with BIA's past practices. In the 1980's, Congress
13 authorized the BIA to dispose of the electric utility system which had grown up as part of
14 the San Carlos Indian Irrigation Project. BIA plans called for part of the system to be sold
15 to the San Carlos Irrigation and Drainage District, the non-Indian portion of the project.
16 Part of the system was to be sold to Arizona Public Service, that part of the system not
17 serving project lands. And, most significantly the BIA planned to ^{transfer} ~~sell~~ the on reservation
18 portion of the system to the Gila River Indian Community. The BIA never contemplated, to
19 my knowledge, disposing of the on-reservation portion of the system to a non-Indian private
20 entity. The BIA always considered that the responsibility to deliver and maintain electrical
21 service to Indian customers would remain a federal or tribal responsibility. Unfortunately,
22 the Gila River Tribe decided at the eleventh hour not to acquire the system and the deal fell
23 through.
24
25
26
27
28

1 Similarly, the BIA disposed of the off-reservation portion of the Colorado River
2 Indian Tribes irrigation project's electrical component in Arizona. The BIA sold the off-
3 reservation portion some years ago to Arizona Public Service. It did not contemplate selling
4 the on-reservation portion of the system to a non-Indian entity. The reason, in both of these
5 instances, is that the BIA felt that delivery of electrical services originating with the federal
6 government remained a responsibility of the federal government, unless Congress
7 determined otherwise.
8
9

10 **IV. The BIA has a trust obligation to maintain the line once it has been abandoned**
11 **to the underlying trust land.**
12

13 **Q. Who now has responsibility to maintain the line from Nelson Substation to Long**
14 **Mesa after Mohave Electric abandoned and quitclaimed it to the BIA and the Tribes?**
15

16 **A. In my opinion, the BIA.**
17

18 **Q. Why?**
19

20 **A. Once the line (including the right of way) is abandoned, both the line and right-of-**
21 **way merge with the underlying realty. That realty is reservation land held in trust by the**
22 **United States of America. While it may not be true that the United States has a trust**
23 **responsibility to maintain all improvements on trust lands on Indian reservations, in my**
24 **opinion, it has a trust obligation to maintain this line.**

25 **Q. Why does that obligation exist?**
26

27 **A. Because the BIA undertook a contractual obligation to reimburse Mohave Electric**
28 **for the cost of the line to serve the Indian community with electricity and has paid for the**

1 line with federal funds in fulfillment of its trust obligations. The line itself was financed
2 with federal funds loaned to Mohave Electric. The line is now part of the corpus of the trust
3 and in my view the BIA has a responsibility to continue to maintain the line during its life,
4 as part of its continuing obligation to provide electricity once it has undertaken the task.
5 One of the primary duties of a trustee is to preserve and maintain trust assets. For the BIA
6 to fail to maintain the line is part and parcel of an abandonment of an obligation to provide
7 electric service which it now seeks to ignore.
8
9

10
11 **V. The BIA has a trust responsibility to protect the jurisdictional space of the**
12 **Tribes and to regulate activities on the reservations, and not actively seek to surrender**
13 **that power to a state authority in derogation of federal policy.**
14

15 **Q. Are there other actions you see in this record that leads you to conclude that the**
16 **BIA has failed to fulfill its trust responsibilities in this matter?**
17

18 **A. Yes. The courts have recognized that part of the trust responsibility of the United**
19 **States is not only to preserve trust property but also protect and preserve the jurisdictional**
20 **space which is the life blood of the self government of any Indian tribe. "The federal**
21 **government bears a special trust obligation to protect the interests of Indian tribes, including**
22 **protecting tribal property and jurisdiction." (HRI, Inc. v. EPA, 198 F.3d 1224, 1245 (10th**
23 **Cir. 2000)(emphasis added)). Here, the BIA is attempting to have an Arizona state agency,**
24 **the ACC, adjudicate and regulate a transaction between the federal government and Mohave**
25 **Electric arising on and relating exclusively to an Indian reservation. Rather than seek relief**
26
27
28

1 in federal or tribal court, which in my view would be the proper forums to hear such
2 disputes, the United States has filed this complaint before the Commission. Such an action
3 is clearly violative of the federal policy that disputes by non-Indians involving Indians and
4 Indian tribes should not be heard in state forums, since to do so is an intrusion on the right
5 of Indians to be governed by themselves. Yet, the BIA, is completely ignoring a policy it
6 has a trust responsibility to vindicate, abandons the policy and positively invites state
7 regulation into the jurisdictional space vouchsafed by federal law to Indian tribes.
8
9

10
11 **V. Conclusion.**

12 **Q. Can you summarize your testimony?**
13

14
15 **A.** As demonstrated in many cases, the United States has a checkered and unenviable
16 history of attempting to avoid its trust responsibilities towards Indians. This case is just one
17 more chapter in that sad saga. In this case it is even more outrageous because the BIA,
18 acting through the U.S. Justice Department and the U.S. Attorney's Office, has filed a
19 complaint, not only seeking to avoid its responsibility to provide electric service to the
20 Havasupai and Hualapai Tribes, but to bend the Arizona Corporation Commission into
21 forcing the private sector to fulfill this responsibility. Furthermore, a major cornerstone of
22 federal policy for decades has been to foster and promote tribal self-government. Towards
23 that end, the United States Supreme Court has repeatedly held that state governments (and
24 their subordinate entities, such as the Arizona Corporation Commission) lack regulatory,
25 adjudicatory, and taxing authority over on-reservation activities and transactions involving
26
27
28

1 Indians and non-Indians, much less the federal government itself. Completely ignoring this
2 federal policy, and in an act of apparent desperation to avoid its federal responsibility, the
3 BIA and Justice Department now *invite* the Corporation Commission to intrude on the
4 jurisdictional space which is the life-blood of any tribal self-government. Four of the
5 landmark United States Supreme Court cases cited in my Exhibit 1 involved unlawful and
6 unsuccessful attempts by the State of Arizona to intrude on tribal sovereignty. The Arizona
7 Corporation Commission should say "no more," and deny the relief sought in the complaint.
8
9

10
11 **Q. Does that conclude your testimony?**

12 **A. Yes.**
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ORIGINAL and 13 COPIES of the foregoing were hand-delivered for filing this 17th day of October, 2008 to:

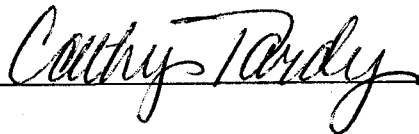
Docket Control
Arizona Corporation Commission
1200 W. Washington Street
Phoenix, AZ 85007

COPY of the foregoing hand-delivered this 17th day of October, 2008, to:

Hearing Division
Arizona Corporation Commission
1200 W. Washington
Phoenix, AZ 85007-2927

Janice M. Alward, Esq., Chief Counsel
Legal Division
Arizona Corporation Commission
1200 W. Washington Street
Phoenix, AZ 85007

Mark J. Wenker, Esq.
U.S. Attorney's Office
40 N. Central Avenue, Suite 1200
Phoenix, AZ 85004-4408
Attorneys for the Bureau of Indian Affairs



1

EXHIBIT RM-1

TABLE OF CASES

Cherokee Nation v. Georgia, 30 U.S. 1 (1831)

Seminole Nation v. United States, 316 U.S. 515 (1942)

Williams v. Lee, 368 U.S. 171 (1959)

Morton v. Ruiz, 415 U.S. 199 (1974)

Bryan v. Itasca County, 426 U.S. 373 (1976)

Central Machinery v. Arizona State Tax Commission, 411 U.S. 160 (1980)

McClanahan v. Arizona State Tax Commission, 411 U.S. 160 (1980)

United States v. Mitchell, 445 U.S. 535 (1980) (*Mitchell I*)

United States v. Mitchell, 463 U.S. 206 (1983) (*Mitchell II*)

United States v. White Mountain Apache Tribe, 537 U.S. 465 (2003)

HRI, Inc. v. Environmental Protection Agency, 198 F.3d 1224 (10th Cir. 2000)

25 U.S.C. Section 13

25 CFR Part 175



Code of Federal Regulations

25

Revised as of April 1, 2008

Indians

Containing a codification of documents
of general applicability and future effect

As of April 1, 2008

With Ancillaries

Published by
Office of the Federal Register
National Archives and Records
Administration

A Special Edition of the Federal Register

**BRYAN CAVE LLP
PHX LIBRARY**

Bureau of Indian Affairs, Interior

§ 175.1

been compensated, shall be deposited to the credit of the proper tribe.

§ 173.23 Organized tribes.

Concessions and leases on tribal lands withdrawn or reserved for the purposes specified in the act of April 4, 1938 (52 Stat. 193) and dealt with in this part, of any Indian tribe organized under section 16 of the act of June 18, 1934 (48 Stat. 984; 25 U.S.C. 476) for which the tribe has not been compensated shall be made by the organized tribe pursuant to its constitution or charter: *Provided*, No lease or concession so made shall be inconsistent with the primary purpose for which the lands were reserved or withdrawn.

PART 175—INDIAN ELECTRIC POWER UTILITIES

Subpart A—General Provisions

Sec.

- 175.1 Definitions.
- 175.2 Purpose.
- 175.3 Compliance.
- 175.4 Authority of area director.
- 175.5 Operations manual.
- 175.6 Information collection.

Subpart B—Service Fees, Electric Power Rates and Revenues

- 175.10 Revenues collected from power operations.
- 175.11 Procedures for setting service fees.
- 175.12 Procedures for adjusting electric power rates except for adjustments due to changes in the cost of purchased power or energy.
- 175.13 Procedures for adjusting electric power rates to reflect changes in the cost of purchased power or energy.

Subpart C—Utility Service Administration

- 175.20 Gratuities.
- 175.21 Discontinuance of service.
- 175.22 Requirements for receiving electrical service.
- 175.23 Customer responsibilities.
- 175.24 Utility responsibilities.

Subpart D—Billing, Payments, and Collections

- 175.30 Billing.
- 175.31 Methods and terms of payment.
- 175.32 Collections.

Subpart E—System Extensions and Upgrades

- 175.40 Financing of extensions and upgrades.

Subpart F—Rights-of-Way

- 175.50 Obtaining rights-of-way.
- 175.51 Ownership.

Subpart G—Appeals

- 175.60 Appeals to the area director.
- 175.61 Appeals to the Interior Board of Indian Appeals.
- 175.62 Utility actions pending the appeal process.

AUTHORITY: 5 U.S.C. 301; sec. 2, 49 Stat. 1039-1040; 54 Stat. 422; sec. 5, 43 Stat. 475-476; 45 Stat. 210-211; and sec. 7, 62 Stat. 273.

SOURCE: 56 FR 15136, Apr. 15, 1991, unless otherwise noted.

Subpart A—General Provisions

§ 175.1 Definitions.

Appellant means any person who files an appeal under this part.

Area Director means the Bureau of Indian Affairs official in charge of a designated Bureau of Indian Affairs Area, or an authorized delegate.

Customer means any individual, business, or government entity which is provided, or which seeks to have provided, services of the utility.

Customer service means the assistance or service provided to customers, other than the actual delivery of electric power or energy, including but not limited to such items as: Line extension, system upgrade, meter testing, connections or disconnection, special meter-reading, or other assistance or service as provided in the operations manual.

Electric power utility or Utility means that program administered by the Bureau of Indian Affairs which provides for the marketing of electric power or energy.

Electric service means the delivery of electric energy or power by the utility to the point of delivery pursuant to a service agreement or special contract. The requirements for such delivery are set forth in the operations manual.

Officer-in-Charge means the individual designated by the Area Director

§ 175.2

as the official having day-to-day authority and responsibility for administering the utility, consistent with this part.

Operations manual means the utility's written compilation of its procedures and practices which govern service provided by the utility.

Power rates means the charges established in a rate schedule(s) for electric service provided to a customer.

Service means electric service and customer service provided by the utility.

Service agreement means the written form provided by the utility which constitutes a binding agreement between the customer and the utility for service except for service provided under a special contract.

Service fees means the charge for providing administrative or customer service to customers, prospective customers, and other entities having business relationships with the utility.

Special contract means a written agreement between the utility and a customer for special conditions of service. A special contract may include, but is not limited to, such items as: Street or area lights, traffic lights, telephone booths, irrigation pumping, unmetered services, system extensions and extended payment agreements.

Utility office(s) means the current or future facility or facilities of the utility which are used for conducting general business with customers.

§ 175.2 Purpose.

The purpose of this part is to regulate the electric power utilities administered by the Bureau of Indian Affairs.

§ 175.3 Compliance.

All utility customers and the utilities are bound by the rule in this part.

§ 175.4 Authority of area director.

The Area Director may delegate authority under this part to the Officer-in-Charge except for the authority to set rates as described in §§ 175.10 through 175.13.

§ 175.5 Operations manual.

(a) The Area Director shall establish an operations manual for the administration of the utility, consistent with

25 CFR Ch. I (4-1-08 Edition)

this part and all applicable laws and regulations. The Area Director shall amend the operations manual as needed.

(b) The public shall be notified by the Area Director of a proposed action to establish or amend the operations manual. Notices of the proposed action shall be published in local newspaper(s) of general circulation, posted at the utility office(s), and provided by such other means, if any, as determined by the Area Director. The notice shall contain: A brief description of the proposed action; the effective date; the name, address, and telephone number for addressing comments and inquiries; and the period of time in which comments will be received. Notices shall be published and posted at least 30 days before the scheduled effective date of the operations manual, or amendments thereto.

(c) After giving consideration to all comments received, the Area Director shall establish or amend the operations manual, as appropriate. A notice of the Area Director's decision and the basis for the decision shall be published and posted in the same manner as the previous notices.

§ 175.6 Information collection.

The information collection requirements contained in § 175.22 have been approved by the Office of Management and Budget under 44 U.S.C. 3501 *et seq.* and assigned clearance number 1076-0021. This information is being collected to provide electric power service to customers. Response to this request is "required to obtain a benefit." Public reporting for this information collection is estimated to average .5 hours per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the information collection. Direct comments regarding the burden estimate or any other aspect of this information collection to the Bureau of Indian Affairs, Information Collection Clearance Officer, room 337-SIB, 1849 C Street, NW., Washington, DC 20240; and the Office of Information and Regulatory Affairs, Project 1076-0021, Office of Management and Budget, Washington, DC 20502.

Bureau of Indian Affairs

Subpart B—Service Power Rates

§ 175.10 Revenues power operation

The Area Director shall set service fees and electric power rates in accordance with the provisions of §§ 175.11 and 175.12 to generate revenues.

(a) *Revenues.* Revenues for power operations shall be set in accordance with the Act of August 1, 1895, as amended by Act of August 31, 1951 (65 Stat. 254).

(1) Payment of the cost of creating and maintaining

(2) Creation and maintenance of reserve funds to be available for repairs and replacement of emergency expenses for the continuous operation of the

(3) Amortization, in accordance with repayment provisions of the statutes or contracts, of the costs allocated to be recovered from power revenues; and

(4) Payment of other obligations chargeable to the revenues to the extent required by law.

(b) *Rate and fee reviews.* Service fees shall be reviewed at least annually to determine if project revenues are sufficient to meet the requirements set forth in paragraph (a) of this section. The review process shall be as prescribed by the Area Director.

§ 175.11 Procedures for setting fees.

The Area Director shall establish and amend as needed, service fees to cover the expense of customer service. Service fees shall be set by the action of the Area Director and shall be in effect until amended by the Area Director pursuant to this section. At least 30 days prior to the effective date of a schedule of the service fees, together with the effective date, shall be published in local newspaper(s) of general circulation and posted in the utility office(s). The Area Director's decision shall be final for the Department of the Interior.

Subpart B—Service Fees, Electric Power Rates and Revenues**§ 175.10 Revenues collected from power operations.**

The Area Director shall set service fees and electric power rates in accordance with the procedures in §§ 175.11 and 175.12 to generate power revenue.

(a) *Revenues.* Revenues collected from power operations shall be administered for the following purposes, as provided in the Act of August 7, 1946 (60 Stat. 895), as amended by the Act of August 31, 1951 (65 Stat. 254):

(1) Payment of the expenses of operating and maintaining the utility;

(2) Creation and maintenance of reserve Funds to be available for making repairs and replacements to, defraying emergency expenses for, and insuring continuous operation of the utility;

(3) Amortization, in accordance with repayment provisions of the applicable statutes or contracts, of construction costs allocated to be returned from power revenues; and

(4) Payment of other expenses and obligations chargeable to power revenues to the extent required or permitted by law.

(b) *Rate and fee reviews.* Rates and fees shall be reviewed at least annually to determine if project revenues are sufficient to meet the requirements set forth in paragraph (a) of this section. The review process shall be as prescribed by the Area Director.

§ 175.11 Procedures for setting service fees.

The Area Director shall establish, and amend as needed, service fees to cover the expense of customer service. Service fees shall be set by unilateral action of the Area Director and remain in effect until amended by the Area Director pursuant to this section. At least 30 days prior to the effective date, a schedule of the service fees, together with the effective date, shall be published in local newspaper(s) of general circulation and posted in the utility office(s). The Area Director's decision shall be final for the Department of the Interior.

§ 175.12 Procedures for adjusting electric power rates except for adjustments due to changes in the cost of purchased power or energy.

Except for adjustments to rates due to changes in the cost of purchased power or energy, the Area Director shall adjust electric power rates according to the following procedures:

(a) Whenever the review described in § 175.10(b) of this part indicates that an adjustment in rates may be necessary for reasons other than a change in cost of purchased power or energy, the Area Director shall direct further studies to determine whether a rate adjustment is necessary and, if indicated, prepare rate schedules.

(b) Upon completion of the rate studies, and where a rate adjustment has been determined necessary, the Area Director shall conduct public information meetings as follows:

(1) Notices of public meetings shall be published in local newspapers of general circulation, posted at the utility office(s), and provided by such other means, if any, as determined by the Area Director. The notice shall provide: The date, time, and place of the scheduled meeting; a brief description of the action; the name, the address, and the telephone number for addressing comments and inquiries; and the period of time in which comments will be received. Notices shall be published and posted at least 15 days before the scheduled date of the meeting.

(2) Written and oral statements shall be received at the public meetings. The record of the public meeting shall remain open for the filing of written statements for five days following the meeting.

(c) After giving consideration to all written and oral statements, the Area Director shall make a decision about a rate adjustment. A notice of the Area Director's decision, the basis for the decision, and the adjusted rate schedule(s), if any, shall be published and posted in the same manner as the previous notices of public meetings.

(d) Rates shall remain in effect until further adjustments are approved by the Area Director pursuant to this part.

§ 175.13

§ 175.13 Procedures for adjusting electric power rates to reflect changes in the cost of purchased power or energy.

Whenever the cost of purchased power or energy changes, the effect of the change on the cost of service shall be determined and the Area Director shall adjust the power rates accordingly. Rate adjustments due to the change in cost of purchased power or energy shall become effective upon the unilateral action of the Area Director and shall remain in effect until amended by the Area Director pursuant to this section. A notice of the rate adjustment, the basis for the adjustment, the rate schedule(s) shall be published and posted in the same manner as described in § 175.12(c) of this part. The Area Director's decision shall be final for the Department of the Interior.

Subpart C—Utility Service Administration

§ 175.20 Gratuities.

All employees of the utility are forbidden to accept from a customer any personal compensation or gratuity rendered related to employment by the utility.

§ 175.21 Discontinuance of service.

Failure of customer(s) to comply with utility requirements as set forth in this part and the operations manual may result in discontinuance of service. The procedure(s) for discontinuance of service shall be set forth in the operations manual.

§ 175.22 Requirements for receiving electrical service.

In addition to the other requirements of this part, the customer, in order to receive electrical service, shall enter into a written service agreement or special contract for electrical power services.

§ 175.23 Customer responsibilities.

The customer(s) of a utility subject to this part shall:

- (a) Comply with the National Electrical Manufacturers Association Standards and/or the National Electrical Code of the National Board of

25 CFR Ch. I (4-1-08 Edition)

Fire Underwriters for Electric Wiring and Apparatus as they apply to the installation and operation of customer-owned equipment;

- (b) Be responsible for payment of all financial obligations resulting from receiving utility service;

- (c) Comply with additional requirements as further defined in the operations manual;

- (d) Not operate or handle the utility's facilities without the express permission of the utility;

- (e) Not allow the unauthorized use of electricity; and

- (f) Not install or utilize equipment which will adversely affect the utility system or other customers of the utility.

§ 175.24 Utility responsibilities.

A utility subject to this part shall:

- (a) Endeavor to provide safe and reliable energy to its customers. The specific types of service and limitations shall be further defined in the operations manual;

- (b) Construct and operate facilities in accordance with accepted industry practice;

- (c) Exercise reasonable care in protecting customer-owned equipment and property;

- (d) Comply with additional requirements as further defined in the operations manual;

- (e) Read meters or authorize the customer(s) to read meters at intervals prescribed in the operations manual, service agreement, or special contract, except in those situations where the meter cannot be read due to conditions described in the operations manual;

- (f) Not operate or handle customer-owned equipment without the express permission of the customer, except to eliminate what, in the judgment of the utility, is an unsafe condition; and

- (g) Not allow the unauthorized use of electricity.

Subpart D—Billing, Payments, and Collections

§ 175.30 Billing.

- (a) *Metered customers.* The utility shall render bills at monthly intervals unless otherwise provided in special contracts. Bills shall be based on the

Bureau of Indian Affairs

applicable rate schedule otherwise determined. Energy and/or power customer shall be the register on the customer's point of reasonable estimate of energy and/or power made by the utility meter is found within the utility's meter. Personnel are unable to meter registrations agreed by the customer. Estimates shall be based on the customer's previous or on an estimate of electric load where no exists.

- (b) *Unmetered customers.* determined and rendered the customer's special contract.

- (c) *Service fee billing.* The render service fee bill to customer(s) as a special bill.

§ 175.31 Methods and payment.

Payments shall be made by mail to the utility designated in the operations manual. The utility may refuse, for cash, personal checks for payment.

§ 175.32 Collections.

The utility shall attempt on checks returned by the bank due to insufficient funds cause. An administrative fee charged for each collection taken by the utility other than proceedings. An unredeemed shall cause the customer's account to become delinquent, which cause for discontinuance of service. Only legal tender, a cashier's check, a money order shall be accepted by the utility to cover an unredeemed and associated charges.

Subpart E—System Extensions and Upgrades

§ 175.40 Financing of system extensions and upgrades.

- (a) The utility may extend its electric system to additional loads (new or increased).

applicable rate schedule(s). Unless otherwise determined, the amount of energy and/or power demand used by the customer shall be as determined from the register on the utility's meter at the customer's point of delivery. A reasonable estimate of the amount of energy and/or power demand may be made by the utility in the event a meter is found with the seal broken, the utility's meter fails, utility personnel are unable to obtain actual meter registrations, or as otherwise agreed by the customer and the utility. Estimates shall be based on the pattern of the customer's prior consumption, or on an estimate of the customer's electric load where no billing history exists.

(b) *Unmetered customers.* Bills shall be determined and rendered as provided in the customer's special contract.

(c) *Service fee billing.* The utility shall render service fee bills to the customer(s) as a special billing.

§ 175.31 Methods and terms of payment.

Payments shall be made in person or by mail to the utility's office designated in the operations manual. The utility may refuse, for cause, to accept personal checks for payment of bills.

§ 175.32 Collections.

The utility shall attempt collection on checks returned by the customer's bank due to insufficient funds or other cause. An administrative fee shall be charged for each collection action taken by the utility other than court proceedings. An unredeemed check shall cause the customer's account to become delinquent, which may be cause for discontinuance of service. Only legal tender, a cashier's check, or a money order shall be accepted by the utility to cover an unredeemed check and associated charges.

Subpart E—System Extensions and Upgrades

§ 175.40 Financing of extensions and upgrades.

(a) The utility may extend or upgrade its electric system to serve additional loads (new or increased loads).

(b) If funds are not available, but the construction would not be adverse to the interests of the utility, a customer may contract with the utility to finance all necessary construction.

(1) A customer may be allowed to furnish required material or equipment for an extension or upgrade or to install such items or to pay the utility for such installation. Any items furnished or construction performed by the customer shall comply with the applicable plans and specifications approved by the utility.

(2) The utility may arrange to refund all or part of a customer's payment of construction costs if additional customers are later served by the same extension or if the Area Director determines that the service will provide substantial economic benefits to the utility. All arrangements for refunds shall be stipulated in a special contract.

Subpart F—Rights-of-Way

§ 175.50 Obtaining rights-of-way.

Where there is no existing right(s)-of-way for the utility's facilities, the customer shall be responsible for obtaining all rights-of-way necessary to the furnishing of service.

§ 175.51 Ownership.

All rights-of-way, material, or equipment furnished and/or installed by a customer pursuant to this part shall be and remain the property of the United States.

Subpart G—Appeals

§ 175.60 Appeals to the area director.

(a) Any person adversely affected by a decision made under this part by a person under the authority of an Area Director may file a notice of appeal with the Area Director within 30 days of the personal delivery or mailing of the decision. The notice of appeal shall be in writing and shall clearly identify the decision being appealed. No extension of time shall be granted for filing a notice of appeal.

(b) Within 30 days after a notice of appeal has been filed, the appellant shall file a statement of reason(s) with the Area Director. The statement of

§ 175.61

reason(s) shall explain why the appellant believes the decision being appealed is in error, and shall include any argument(s) that the appellant wishes to make and any supporting document(s). The statement of reason(s) may be filed at the same time as the notice of appeal. If no statement of reason(s) is filed, the Area Director may summarily dismiss the appeal.

(c) Documents are properly filed with the Area Director when they are received in the facility officially designated for receipt of mail addressed to the Area Director, or in the immediate office of the Area Director.

(d) Within 30 days of filing of the statement of reason(s), the Area Director shall:

(1) Render a written decision on the appeal, or

(2) Refer the appeal to the Office of Hearings and Appeals Board of Indian Appeals for decision.

(e) Where the Area Director has not rendered a decision with 30 days of filing of the statement of reasons, the appellant may file an appeal with the Office of Hearings and Appeals Board of Indian Appeals pursuant to § 175.61.

§ 175.61 Appeals to the Interior Board of Indian Appeals.

(a) An Area Director's decision under this part, except a decision under § 175.11 or 175.13, may be appealed to the Office of Hearings and Appeals Board of Indian Appeals pursuant to the provisions of 43 CFR part 4, subpart D, except that a notice of appeal from a decision under § 175.12 shall be filed within 30 days of publication of the decision. The address for the Interior Board of Indian Appeals shall be included in the operations manual.

(b) Where the Area Director determines to refer an appeal to the Office of Hearings and Appeals Board of Indian Appeals, in lieu of deciding the appeal, he/she shall be responsible for making the referral.

(c) If no appeal is timely filed with the Office of Hearings and Appeals Board of Indian Appeals, the Area Director's decision shall be final for the Department of the Interior.

25 CFR Ch. I (4-1-08 Edition)

§ 175.62 Utility actions pending the appeal process.

Pending an appeal, utility actions relating to the subject of the appeal shall be as follows:

(a) If the appeal involves discontinuance of service, the utility is not required to resume such service during the appeal process unless the customer meets the utility's requirements.

(b) If the appeal involves the amount of a bill and:

(1) The customer has paid the bill, the customer shall be deemed to have paid the bill under protest until the final decision has been rendered on the appeal; or

(2) The customer has not paid the bill and the final decision rendered in the appeal requires payment of the bill, the bill shall be handled as a delinquent account and the amount of the bill shall be subject to interest, penalties, and administrative costs pursuant to section 3 of the Federal Claims Collection Act of 1966, As amended, 31 U.S.C. 3717.

(c) If the appeal involves an electric power rate, the rate shall be implemented and remain in effect subject to the final decision on the appeal.

PART 179—LIFE ESTATES AND FUTURE INTERESTS

Sec.

179.1 Purpose, scope, and information collection.

179.2 Definitions.

179.3 Application of State law.

179.4 Distribution of principal and income.

179.5 Value of life estates and remainders.

179.6 Notice of termination of life estate.

AUTHORITY: 86 Stat. 530; 86 Stat. 744; 94 Stat. 537; 96 Stat. 2515; 25 U.S.C. 2, 9, 372, 373, 487, 607, and 2201-11.

CROSS REFERENCE: For regulations pertaining to income, rents, profits, bonuses and principal from Indian lands and the recording of title documents pertaining thereto, see parts 150, Land Records and Title Documents; 152, Issuance of Patents in Fee, Certificates of Competency, Removal of Restrictions, and Sale of Certain Indian Lands; 162, Leasing and Permitting; 163, General Forest Regulations; 166, General Grazing Regulations; 169, Rights-of-Way over Indian Lands; 170, Roads of the Bureau of Indian Affairs; 212, Leasing of Allotted Lands for Mining; 213, Leasing of Restricted Lands of Members of the Five Civilized Tribes, Oklahoma,

Bureau of Indian Affairs

for Mining; 215, Leasing of Lands for Mining, Leasing and Leases.

SOURCE: 53 FR 10000, March 10, 1988, unless otherwise noted.

§ 179.1 Purpose, scope, and information collection.

(a) These regulations apply to the Bureau of Indian Affairs, policy, and future lands by the Secretary. These regulations apply to use rights assigned to the exercise of their jurisdiction over tribal lands.

(b) These regulations apply to information collection which require the Office of Management and Information Systems, 44 U.S.C. 3501 et seq.

§ 179.2 Definitions.

Agency means any other field unit of the Bureau of Indian Affairs having the authority to exercise its immediate jurisdiction.

Contract Bonus means a bonus paid or agreed to be paid as a incentive for execution of a contract.

Income means the net income from real property and the interest of a vested principal.

Indian Land means land held in trust by the United States for individual Indians or tribes, or for tribes to which are held lands, or for tribes, subject to restrictions against alienation or succession.

Principal means the net income of an estate, including the net received for the support and maintenance of the corpus, as well as income.

Secretary means the Secretary of the Interior or authorized representative.

Superintendent means the Superintendent or officer in charge of an Agency.

§ 179.3 Application of State law.

In the absence of Federal law, generally approved tribal law, or, alternatively, the rules of life estate interests in the State where the land is located shall be applied to Indian land. State procedure concerning the appointment of private trustees shall not apply.